

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

Monday, November 20, 2023

5:00 pm

Council Chambers and Video Conference

Meetings may be viewed live on the City's YouTube channel
<https://www.youtube.com/user/SaultSteMarieOntario>

Pages

1. Land Acknowledgement

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.

2. Adoption of Minutes

15 - 33

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of October 30, 2023 be approved.

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

4. Declaration of Pecuniary Interest

5. Approve Agenda as Presented

Mover Councillor L. Dufour

Seconder Councillor M. Scott

Resolved that the Agenda for November 20, 2023 City Council Meeting as presented be approved.

6.	Presentations	
6.1	PUC Services Inc.	34 - 45
	Rob Brewer, President and CEO	
6.2	Veterans Commemorative Monument	46 - 48
	Clyde Healey	
7.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor C. Gardi	
	Resolved that all the items listed under date November 20, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.	
7.1	Correspondence	
7.1.1	Strong Mayor Powers	49 - 50
	Hon. Paul Calandra, Minister of Municipal Affairs and Housing re: Strong Mayor Powers	
7.1.2	Gracee Zagordo – Ontario Municipal Administrators Association Bursary Award	51 - 52
	A News Release is attached for the information of Council.	
7.2	Strong Mayor Powers Update	53 - 57
	A report of the CAO is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor C. Gardi	
	Resolved that the report of the CAO dated November 20, 2023 concerning Strong Mayor Powers Update be received as information.	
7.3	Mayoral Chain of Office	58 - 60
	A report of Mayor Shoemaker is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor C. Gardi	
	Resolved that the Report of Mayor Shoemaker dated November 20, 2023 concerning updates to the Mayor's Chain of Office be received and that City Council authorize the recommended updates to the Mayor's Chain of Office.	

7.4	RFP Fleet Management Information System – PWES	61 - 63
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	The relevant By-law 2023-186 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.5	Third Quarter Financial Report – September 30, 2023	64 - 81
	A report of the Manager of Finance is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor M. Scott	
	Resolved that the report of the Manager of Finance dated November 20, 2023 concerning Third Quarter Financial Report to September 30, 2023 be received as information.	
7.6	2024 User Fees	82 - 84
	A report of the Manager of Finance is attached for the consideration of Council.	
	The relevant By-law 2023-183 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.7	Property Tax Appeals	85 - 87
	A report of the Manager of Taxation is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor M. Scott	
	Resolved that the report of the Manager of Taxation dated November 20, 2023 concerning Property Tax Appeals be received and that the tax records be amended pursuant to section 357 of the <i>Municipal Act</i> .	
7.8	Cemetery Operations and User Fee Review	88 - 94
	A report of the Director of Community Services is attached for the consideration of Council.	
	The relevant User Fee By-law 2023-183 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor M. Scott	
	Resolved that the report of the Director of Community Services dated November 20, 2023 concerning Cemetery Operations and User Fee review be	

received as information.

The relevant User Fee By-law 2023-183 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.9	Municipal Law Enforcement Officers	95 - 95
	A report of the Manager of Transit and Parking is attached for the consideration of Council.	
	The relevant By-law 2023-188 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.10	Federation of Canadian Municipalities Brownfield Funding Application	96 - 98
	A report of the Director of Economic Development is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor M. Scott	
	Resolved that the report of the Director of Economic Development dated November 20, 2023 concerning Federation for Canadian Municipalities Brownfield Funding Application be received and that an application to the remediation program be submitted; further that the City contribute up to \$100,000 from the Community Development Fund – Economic Development Program for the project.	
7.11	Community Development Fund – Green Initiatives Program Funding Application Revision	99 - 108
	A report of the Sustainability Coordinator is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor C. Gardi	
	Resolved that the report of the Sustainability Coordinator dated November 20, 2023 concerning Community Development Fund – Green Initiatives Program Funding Revision be received and that Council approve the amendments proposed by the Environmental Sustainability Committee.	
7.12	Winter Control Update (Windrows)	109 - 114
	A report of the Director of Public Works is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor C. Gardi	
	Resolved that the report of the Director of Public Works dated November 20, 2023 regarding an update on Winter Control be received and that Council	

approve the elimination of the “two-foot rule” program to remove windrows; further that staff be directed to investigate the recommendations in Table A, particularly the possibility of a pilot project with Ledcor utilizing their pre-wetting equipment and material.

7.13	Effluent Pump Upgrades	115 - 118
	A report of the Manager of Development and Environmental Engineering is attached for the consideration of Council.	
	The relevant By-law 2023-187 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.14	Peoples Road Sidewalk Extension	119 - 120
	A report of the Municipal Services and Design Engineer is attached for the consideration of Council.	
	Mover Councillor L. Dufour Seconder Councillor C. Gardi Resolved that the report of the Municipal Services and Design Engineer dated November 20, 2023 concerning Peoples Road Sidewalk Extension be received as information.	
7.15	Changes to Financial Guarantees for Development Agreements	121 - 123
	A report of the Municipal Services and Design Engineer is attached for the consideration of Council.	
	The relevant By-law 2023-191 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.16	Lease Amending Agreement – Bell Mobility Inc. – Bellevue Marina Tower	124 - 125
	A report of the Solicitor is attached for the consideration of Council.	
	The relevant By-law 2023-170 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.17	Streamline Development Approval Fund	126 - 131
	A report of the Director of Planning is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen Seconder Councillor M. Scott Resolved that the report of the Director of Planning dated November 20, 2023 concerning Streamline Development Approval Fund Final Project be received as information.	

7.18	Economic Development Community Improvement Plan Extension to 2028	132 - 143
A report of the Junior Planner is attached for the consideration of Council.		
Mover Councillor L. Dufour Seconder Councillor M. Scott Resolved that the report of the Junior Planner dated November 20, 2023 concerning an extension to the Economic Growth Community Improvement Plan be received and that Council authorize the Planning Division to give public notice in accordance with the <i>Planning Act</i> for this matter to be heard on December 18, 2023.		
8.	Reports of City Departments, Boards and Committees	
8.1	Administration	
8.1.1	Veterans Commemorative Monument Site Approval	144 - 150
A report of the CAO is attached for the consideration of Council. Mover Councillor L. Dufour Seconder Councillor M. Scott Resolved that the report of the CAO dated November 20, 2023 concerning Veterans Commemorative Monument Site Approval be received and that the recommendation to approve the location of the proposed monument in John Rowswell Park, subject to any necessary legal agreements, be approved.		
8.2	Corporate Services	
8.3	Community Development and Enterprise Services	
8.4	Public Works and Engineering Services	
8.5	Fire Services	
8.6	Legal	
8.7	Planning	
8.7.1	A-11-23-Z – 1281 Great Northern Rd (Onofrio)	151 - 171
A report of the Junior Planner is attached for the consideration of Council. Mover Councillor L. Dufour Seconder Councillor C. Gardi Resolved that the report of the Junior Planner dated November 20, 2023 concerning Zoning By-law Amendment Application A-11-23-Z be received and		

that Council approve the application to rezone the subject property from Highway Zone (HZ.S.160) with Special Exception 160 to Highway Zone (HZ.S.160 Amended) with an amended Special Exception 160, to permit up to five (5) residential dwelling units on the second floor only of the existing building only, in addition to those uses currently permitted; and that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

- 8.7.2 A-10-23-Z – 551 Korah Road and 0 Prentice Avenue – Removal of Holding Provision** 172 - 190

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

Resolved that the report of the Junior Planner dated November 20, 2023 concerning Application A-10-23-Z be received and that Council approve the removal of the Holding Provision from the subject properties; and that the Legal Department be requested to prepare the necessary by-law(s) to effect the same; further that Draft Plan of Subdivision Approval 57T-15-501 be removed.

8.8 Boards and Committees

- 8.8.1 PUC Services Inc. Shareholder Meeting**

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Services Inc.; and

Further Be It Resolved that City Council appoints Mayor Matthew Shoemaker as Council's proxy to vote on the resolution of the shareholder of PUC Services Inc.

Installation of Five 10MW Battery Energy Storage Systems for the Independent Electricity System Operator (IESO) LT1 RFP

Whereas the City of Sault Ste. Marie Corporate Strategic Plan and Greenhouse Gas Reduction Plan recognize the importance of sustainable energy practices and environmental stewardship; and

Whereas the need for reliable energy storage solutions is growing to support the integration of renewable energy sources, enhance grid stability and reduce greenhouse gas emissions; and

Whereas the installation of five 10MW battery energy storage systems located at 500 Second Line East, 140 MacDonald Avenue, 55 Allen's Side Road, 2221 Queen Street East and 0 Peoples Road can significantly contribute to the achievement of our sustainability goals and the resilience of our local energy

infrastructure;

Now Therefore Be It Resolved that the City of Sault Ste. Marie:

- Expresses its full support of PUC Services Inc. and Starwood Energy Group Global Inc.'s installation of five 10MW battery energy storage systems at 500 Second Line East, 140 MacDonald Avenue, 55 Allen's Side Road, 2221 Queen Street East and 0 Peoples Road, recognizing the potential benefits for our community;
- Supports PUC Services Inc. and Starwood Energy Group Inc.'s commitment to facilitating a transparent and inclusive community engagement process to address any concerns, answer questions, and ensure that the residents of Sault Ste. Marie are informed about the development and benefits of the battery storage projects;
- Recognizes the potential economic and environmental benefits, including job creation, energy cost reduction, and reduced greenhouse gas emissions, that the installation of these battery storage sites may bring to our community; and
- Affirms its commitment to advancing the City of Sault Ste. Marie as a leader in sustainable energy practices and encourages further initiatives in renewal energy and energy storage solutions.

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

9.1 Indigenous Policy and Process Renewal Advisor

Mover Councillor R. Zagordo

Seconder Councillor C. Gardi

Whereas Bawaating is the historical sacred gathering place of all Anishinaabe (Indigenous) people since time immemorial; and

Whereas the First Peoples (Ojibway, Metis and Inuit) of this area have for centuries sought peace and friendship with settlers and shared resources and ways of knowing; and

Whereas the City of Sault Ste. Marie is committed to pillars of a progressive community, including improving respectful relations, inclusion, and the prosperity of Indigenous community members; and

Whereas outreach to neighbouring communities and partner agencies has been ongoing throughout this and previous terms of Council through various channels, including the Bawaating Indigenous Advisory Council and the Community Economic Development Initiative facilitated economic development training program; and

Whereas in an effort to enhance the pillars of a progressive community, the City of Sault Ste. Marie wishes to engrain improvements to the processes and policies at City Hall into the corporate structure of the municipality;

Now Therefore Be It Resolved that the Chief Administrative Officer be requested to develop a job description for an Indigenous Policy and Process Renewal Advisor that reports directly to the CAO, and that the Bawaating Indigenous Advisory Circle be requested to review and provide feedback on the job description before it returns to Council for further discussion and direction on implementing such an advisory position.

9.2

Hope Air

Mover Councillor L. Vezeau-Allen

Seconder Councillor L. Dufour

Whereas Hope Air is a national Canadian charity founded in 1986; and

Whereas Hope Air provides essential medical travel assistance both emergencies and non-emergencies; and

Whereas Hope Air provides assistance for those individuals and families in financial need; and

Whereas Hope Air has provided thousands of free medical travel arrangements to patients in Northern Ontario; and

Whereas this year alone, this charity will provide over 2,700 travel arrangements including over 370 flights for patients living in the Sault Ste Marie area; and

Whereas Hope Air supports not just air transport, but also ground transportation, hotel stays and meal allowances; and assists individuals in a health crisis with a client care team; and

Whereas Hope Air is not able to meet the demands of this service; and

Whereas Hope Air is requesting assistance from the Province of Ontario;

Now Therefore Be It Resolved that Mayor Matthew Shoemaker be requested to write a letter to support the Hope Air funding request to The Honourable Sylvia Jones, Minister of Health, as well as to local MPP Ross Romano and The Honourable Doug Ford, Premier of Ontario.

9.3

Highway 17 East Access

Mover Councillor S. Spina

Seconder Councillor S. Hollingsworth

Whereas the safe and efficient flow of motor vehicle traffic is a priority for the City of Sault Ste. Marie and surrounding communities; and

Whereas the intersection of Trunk Road and Highway 17 East is currently the only road providing access into or out of Sault Ste. Marie for vehicles travelling east or west; and

Whereas there have been occasions where that intersection has had to be

closed due to motor vehicle collisions; and

Whereas such closures affect the safety of residents in Sault Ste. Marie and neighbouring communities as it limits the ability for emergency vehicles to access the communities or for motor vehicles to access the city including the Sault Area Hospital and other important services; and

Whereas such closures cause disruption to the flow of traffic causing significant delays for those entering Sault Ste. Marie from the East and those attempting to exit Sault Ste. Marie heading west; and

Whereas the potential for this intersection to be subject to road closures in the future remains a possibility; and

Whereas Frontenac Street runs parallel to Trunk Road and ends just short of connecting to Highway 17 east on the north side of the intersection at Trunk Road and Highway 17 East;

Now Therefore Be It Resolved that staff be requested to review the process of extending the east end of Frontenac Street to connect with Highway 17 East parallel with Trunk Road just north of the said intersection effectively creating a detour around the intersection; and

In order to ensure motor vehicle traffic only travel on this road in the event of an emergency, staff review the process of installing an emergency gate that will remain closed at this location unless situations requiring the gate to be opened to allow for the temporary safe flow of traffic; and

That staff engage in communications with our partners in Batchewana First Nation, Garden River First Nation (Ketegaunseebee), the Ministry of Transportation and the Provincial Government in order to work collaboratively on this project.

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

11. **Adoption of Report of the Committee of the Whole**

12. **Consideration and Passing of By-laws**

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that all By-laws under item 12 of the Agenda under date November 20, 2023 be approved.

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

12.1.1 **By-law 2023-170 (Agreement) Bell Mobility Inc.Tower at Bellevue Marina**

191 - 195

A report from the Solicitor is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-Law 2023-170 being a by-law to authorize the execution of the Amending Agreement between the City and Bell Mobility Inc. to run a hydro/fibre route from the Bell Tower to the conduit and update measurements of supporting foundation at the Bellevue Marina be passed in open Council this 20th day of November, 2023.

12.1.2	By-law 2023-183 (Finance) User Fees	196 - 222
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A report from the Manager of Finance is on the agenda.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-Law 2023-183 being a by-law to establish user fees and service charges be passed in open Council this 20th day of November, 2023.

12.1.3	By-law 2023-184 (Licensing) Short Term Rentals – Amend By-law 2022-178	223 - 224
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Council Report was passed by Council resolution on October 10, 2023.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-law 2023-184 being a by-law to amend By-law 2022-178 (being a by-law to license, regulate and govern short-term rentals in the City of Sault Ste. Marie) be passed in open Council this 20th day of November, 2023.

12.1.4	By-law 2023-185 (Sewers) Sanitary Sewer Surcharges PUC	225 - 226
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Council Report was passed by Council resolution on October 30, 2023.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-law 2023-185 being a by-law to require the Public Utilities Commission to collect a part of the sewer rates and sewage service rates and to repeal By-law 2016-11 be passed in open Council this 20th day of November, 2023.

12.1.5	By-law 2023-186 (Agreement) TT Faster LLC DBA Faster Asset Solutions	227 - 260
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A report from the Manager of Purchasing is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-law 2023-186 being a by-law to authorize the execution of

the Agreement between the City and TT FASTER LLC DBA FASTER Asset Solutions for the purchase of a Fleet Management Information System be passed in open Council this 20th day of November, 2023.

- 12.1.6 By-law 2023-187 (Engineering) S&T Electrical Contractors – West End WWTP Effluent Pump Upgrades) Contract 2023-05E** 261 - 265
- A report from the Manager of Development and Environmental Engineering is on the Agenda.
- Mover Councillor L. Dufour
Seconder Councillor C. Gardi
Resolved that By-law 2023-187 being a by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Limited for engineering services for the West End WWTP Effluent Pump Upgrades – Contract No. 2023-05E be passed in open Council this 20th day of November, 2023.
- 12.1.7 By-law 2023-188 (Parking) Appoint By-law Enforcement Officers** 266 - 268
- A report from the Manager of Transit and Parking is on the Agenda.
- Mover Councillor L. Dufour
Seconder Councillor C. Gardi
Resolved that By-law 2023-188 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 20th day of November, 2023.
- 12.1.8 By-law 2023-189 (Heritage Designation) 54 Summit Avenue** 269 - 283
- Council Report was passed by Council Resolution on September 18, 2023.
- Mover Councillor L. Dufour
Seconder Councillor C. Gardi
Resolved that By-law 2023-189 being a by-law to designate civic 54 Summit Avenue as being of architectural or historic value or interest be passed in open Council this 20th day of November, 2023.
- 12.1.9 By-law 2023-190 (Engineering) Agreement Tulloch Engineering Lake Street Reconstruction** 284 - 302
- Council Report was passed by Council resolution on October 30, 2023.
- Mover Councillor L. Dufour
Seconder Councillor C. Gardi
Resolved that By-law 2023-190 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for Professional Consulting Services for the design of the reconstruction of Lake Street - Lake Street to Queen Street to Civic 24, Sault Ste. Marie be passed

in open Council this 20th day of November, 2023.

- 12.1.10 By-law 2023-191 (Agreement and Delegated Authority To Planning Director) Financial Guarantee** 303 - 308

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-law 2023-191 being a by-law to authorize the form of agreement, being a “Financial Guarantee Agreement” for the Financial Guarantee requirement for the City’s development agreements, as well as authorize delegated authority be given to the Planning Director to execute same be passed in open Council this 20th day of November, 2023.

- 12.1.11 By-law 2023-192 (Engineering) Reconstruction of Spruce Street (Kresin Engineering Corporation)** 309 - 371

Council Report was passed by Council Resolution on October 30, 2023.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-law 2023-192 being a by-law to authorize the execution of the Agreement between the City and Kresin Engineering Corporation for engineering services for the Reconstruction of Spruce Street be passed in open Council this 20th day of November, 2023.

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

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

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

- 14. Closed Session**

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that this Council move into closed session to discuss one item concerning the disposition of land; one item concerning labour relations; and one item concerning 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

acquisition or disposition of land; 239 2 (d) labour relations or employee negotiations; 239 2 (f) advice that is subject to solicitor-client privilege

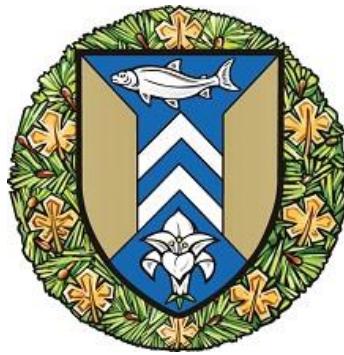
15.

Adjournment

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, October 30, 2023
5:00 pm
Council Chambers and Video Conference

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

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

Others: E. Cormier, M. Ogenyi

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the Minutes of the Special Meeting of City Council held September 25, 2023 and Regular Council Meeting of October 10, 2023 be approved.

Carried

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

4. Declaration of Pecuniary Interest

4.1 Mayor M. Shoemaker – Property Expropriation Plan for 350 Fifth Line East

City is a client of law firm on this issue.

4.2 Mayor M. Shoemaker – Rental Housing Incentive Program 18 (Amended) – 360 Northern Avenue

Applicant is a client of law firm on this issue.

4.3 Mayor M. Shoemaker – By-law 2023-180 (Property Expropriation) 350 Fifth Line East (Pettenuzzo)

City is a client of law firm on this issue.

5. Approve Agenda as Presented

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the Agenda for October 30, 2023 City Council Meeting and Addendum #1 as presented be approved.

Carried

6. Presentations

6.1 Art Gallery of Algoma Feasibility Study

Mark Lepore, Board President and Jasmina Jovanovic, Executive Director, Art Gallery of Algoma, and Peggy Theodore, Diamond Schmitt Architects were in attendance.

6.2 Intimate Partner Violence

Brian Jennings, Renee Buczel and Dan Jennings were in attendance.

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

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that all the items listed under date October 30, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.

Carried

7.1 Outstanding Council Resolutions

7.2 Correspondence

Mayor Shoemaker to Minister Calandra re: Housing Affordability Task Force

Minister Calandra to Mayor Shoemaker re: Building Faster Fund; Housing Affordability Task Force

7.3 Sault Ste. Marie Region Conservation Authority Draft Budget

The Sault Ste. Marie Region Conservation Authority Draft Budget was received by Council.

7.4 Strong Mayor Powers Overview

A report of the Chief Administrative Officer and the City Solicitor was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the CAO and City Solicitor dated October 30, 2023 concerning Strong Mayor Powers be received as information.

Carried

7.5 Sanitary Sewer Rate Increase

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

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Chief Financial Officer and Treasurer and the Director of Engineering dated October 30, 2023 concerning the increase to the sanitary sewer rate be received and that an increase to 80% of the full water charge effective January 1, 2024 be approved and implemented.

The associated by-law will appear on a future agenda.

Carried

7.6 RFP Engineering Services – Spruce Street and Lake Street

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Purchasing dated October 30, 2023 concerning Engineering Services for reconstruction of Spruce Street and Lake Street be received and that Kresin Engineering be approved for Spruce Street reconstruction at the proposed fee of

\$299,000 plus HST; and Tulloch Engineering be approved for Lake Street reconstruction at the proposed fee of \$279,987 plus HST.

By-laws authorizing signature of the Agreements for these projects will appear on a future Council Agenda.

Carried

7.7 MPAC Data Sharing and Services Agreement

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

The relevant By-law 2023-173 is listed under item 12 of the Minutes.

7.8 October 2023 Community Development Fund – Green Initiatives Program Application

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Sustainability Coordinator dated October 30, 2023 concerning October 2023 Community Development Fund – Green Initiatives Program Application be received and that the recommendations of the Environmental Sustainability Committee to support the October 2023 application to allocate \$2,250.93 to the Sault Ste. Marie Fire Services Snowblower Electrification project be approved.

Carried

7.9 Annual Parks Revitalization Funding

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Director of Community Services and Director of Public Works dated October 30, 2023 concerning Annual Parks Revitalization Funding be received and that the supporting funding request be referred to 2024 budget.

Carried

7.10 Up-front Funding for Concerts and Events at GFL Memorial Gardens

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Director of Community Services dated October 30, 2023 concerning up-front funding for concerts and events at the GFL Memorial Gardens be received and that the supporting request be referred to 2024 budget.

Carried

7.11 High School Hockey Ice Time Agreement

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

The relevant By-law 2023-168 is listed under item 12 of the Minutes.

7.12 Tourism Development Fund Application – St. Marys River Walleye Cup

The report of the Director of Tourism and Community Development was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the Director of Tourism and Community Development dated October 30, 2023 concerning Tourism Development Fund Application – St. Marys River Walleye Cup be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$6,000 to support the St. Marys Walleye Cup be approved.

Carried

7.13 Tourism Sault Ste. Marie Management Agreement Renewal

The report of the Director of Tourism and Community Development was received by Council.

The relevant By-law 2023-176 is listed under item 12 of the Minutes.

7.14 Waterfront Design Plan Funding Agreement

The report of the Director of Tourism and Community Development was received by Council.

The relevant By-law 2023-182 is listed under item 12 of the Minutes.

7.15 Municipal Law Enforcement Officers

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

The relevant By-law 2023-178 is listed under item 12 of the Minutes.

7.16 Anti-Hate Advisory Committee

The report of the Coordinator, Local Immigration Partnership was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the Coordinator, Local Immigration Partnership dated October 30, 2023 concerning Anti-Hate Advisory Committee be received and that the terms of reference for the Anti-Hate Advisory Committee be approved.

Carried

7.17 Financial Assistance for National Sports Competition for Team Northern Ontario

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

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Recreation and Culture dated October 30, 2023 concerning Financial Assistance for National Sports Competition for Team Northern Ontario be received and that the recommendation of the Parks and Recreation Advisory Committee that Council approve a grant in the amount of \$400 to attend the 2023 Everest Canadian Curling Club Championships being held in Winnipeg, Manitoba from November 19 to 25, 2023 be approved.

Carried

7.18 Increased Funding Requests for Transportation Programs

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

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the Director of Engineering dated October 30, 2023 concerning Increased Funding Requests for Transportation Programs be received as information.

Carried

7.19 2023 Traffic Signal Review

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

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated October 30, 2023 concerning the 2023 Traffic Signal Review be received and that staff proceed with the removal study and public consultation of the intersections of Queen Street and Church Street, Albert Street and Elgin Street, and Albert Street and Dennis Street.

Carried

7.20 Shatruck Drive – Preliminary Design

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

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Municipal Services and Design Engineer dated October 30, 2023 concerning the preliminary design of improvements to Shatrukh Drive hill be received and that Council authorize the procurement of consulting services.

Carried

7.21 2022 Building Division Annual Fee Report

The report of the Chief Building Official was received by Council.

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that the report of the Chief Building Official dated October 30, 2023 concerning the 2022 Building Division Annual Fee Report be received as information.

Carried

7.22 Mill Market Municipal Capital Facility – Huron Street – Repeal By-law 2019-212

The report of the Assistant City Solicitor was received by Council.

The relevant By-law 2023-171 is listed under item 12 of the Minutes.

7.23 Deeming By-law Lots 337 and 338-339, Plan 6541 (23 and 25 Prentice Avenue)

The report of the Assistant City Solicitor was received by Council.

The relevant By-law 2023-179 is listed under item 12 of the Minutes.

7.24 Hub Trail Licence of Occupation Agreements with ADSB and SSMRCA

The report of the Solicitor was received by Council.

The relevant By-law 2023-174 is listed under item 12 of the Minutes.

7.25 Hub Trail Licence Extension and Amendment

The report of the Solicitor was received by Council.

The relevant By-law 2023-172 is listed under item 12 of the Minutes.

7.26 Rental Housing Incentive Program – 19 (Amended) – 36 Wright Street

The report of the Planner was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the Planner dated October 30, 2023 concerning Rental Housing Incentive Program – 19 (Amended) be received and that Council convert the 3-year grant program into the 4-year program (75% in year one and two, 50% in year three, and 25% in year four) for the proposed 4-unit multiple attached development at 36 Wright Street, subject to the following:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed full municipal taxes will apply.

Carried

7.27 Rental Housing Incentive Program 20 – 77 Ruth Street

The report of the Planner was received by Council.

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that the report of the Planner dated October 30, 2023 concerning the Rental Housing Incentive Program 20 be received and that Council authorize a four-year incremental tax grant (75% in year one and two, 50% in year three, and 25% in year four) for the proposed 8-unit multiple attached development at 77 Ruth Street, subject to the following:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed full municipal taxes will apply.

Carried

7.28 Site Plan Control – Severed Portion of 251 Industrial Park Crescent

The report of the Junior Planner was received by Council.

The relevant By-law 2023-181 is listed under item 12 of the Minutes.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.6.1 Property Expropriation Plan for 350 Fifth Line East

Mayor M. Shoemaker declared a conflict on this item. (City is a client of law firm on this issue.)

The report of the City Solicitor was received by Council.

The relevant By-law 2023-180 is listed under item 12 of the Minutes.

8.7 Planning

8.7.1 Rental Housing Incentive Program 18 (Amended) – 360 Northern Avenue

Mayor M. Shoemaker declared a conflict on this item. (Applicant is a client of law firm on this issue. ;)

The report of the Junior Planner was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Junior Planner dated October 30, 2023 concerning Rental Housing Incentive Program 18 (Amended) – 360 Northern Avenue, be received and that Council authorize a four-year incremental tax grant (75%, 75%, 50%, 25%) for the amended CIP application of the proposed 108-unit development at 360 Northern Avenue, subject to the following:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed full municipal taxes will apply.

Carried

8.8 Boards and Committees

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

9.1 Intimate Partner Violence

Moved by: Councillor A. Caputo

Seconded by: Councillor L. Vezeau-Allen

Whereas the jury that heard the Carol Culleton, Anastasia Kuzyk, and Nathalie Warmerdam Inquest (The Renfrew County Inquest) issued 86 recommendations to prevent future deaths and delivered those recommendations to the Province of Ontario on Intimate Partner Violence; and

Whereas recommendation #1 of the Inquest is for the Province of Ontario to formally declare Intimate Partner Violence an epidemic; and

Whereas every six days in Canada a woman is killed by her intimate partner; and

Whereas this past year in Ontario, 52 women or one every week, were victims of femicide; and

Whereas gender- and sexually-diverse Indigenous individuals are particularly at risk, being five times more likely than non-Indigenous gender- and sexually-diverse individuals to experience intimate partner violence in their lifetime; and

Whereas in The City of Sault Ste Marie in 2022, there were 1351 Intimate Partner Violence calls for service made to Sault Ste Marie Police Service; and

Whereas according to Statistics Canada, 80% of intimate partner violence goes unreported; and

Whereas violence against women costs the national justice system, health care systems, social service agencies, and municipalities nearly \$10 billion dollars per year; and municipalities are on the front lines in addressing gender-based violence; and

Whereas over 60 municipalities and regions across Ontario have declared a gender-based violence and/or intimate partner violence epidemic; and

Whereas on August 20, 2023, Ontario Big City Mayors and Mayors and Regional Chairs of Ontario passed a motion declaring intimate partner violence and gender-based violence an epidemic; called on the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, and all municipalities and regions in Ontario and Canada to do the same; and called for changes to the Criminal Code; and

Whereas Sault Ste Marie City Council recognizes that issues of gender-based violence and intimate partner violence are matters of local importance, including public health, EMS, community services, and community safety

Now Therefore Be It Resolved:

1. That Council of The City of Sault Ste Marie declare an epidemic in intimate partner violence and gender-based violence in accordance with recommendation #1 of the Renfrew County Inquest;
2. That the City request the Police Service Board to integrate intimate partner violence into the Police Service's Community Safety and Well Being Plan in accordance with recommendation #10 of the Renfrew County Inquest.
3. That Mayor Shoemaker be requested to write a letter to The Honourable Doug Ford, Premier of Ontario requesting that the Province of Ontario re-consider their previous decision and declare intimate partner violence and gender-based violence as an

epidemic and act on all of 86 recommendations from the Renfrew County Inquest by setting up a provincial implementation committee to oversee comprehensive consideration of all of the recommendations;

4. That a copy of this motion be sent to The Honourable Arif Virani, Minister of Justice; The Honourable Doug Ford, Premier of Ontario; The Honourable Charmaine A. Williams, Associate Minister of Women's Social and Economic Opportunity; The Honourable Parm Gill, Minister of Red Tape Reduction; Sault Ste Marie MP Terry Sheehan; Sault Ste. Marie MPP Ross Romano; the Association of Municipalities of Ontario, the Federation of Canadian Municipalities; the Federation of Northern Ontario Municipalities; the Algoma District Municipal Association; Mayors and Regional Chairs of Ontario; and Ontario's Big City Mayors.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	11	0	0	0

Carried

9.1.1 Correspondence Received

Correspondence was received from: Women in Crisis (Algoma) Inc.; Victim Services Algoma; City of Richmond Hill; Village of Hilton Beach

9.2 Bike Lane Link

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor S. Spina

Whereas the Ontario government has been working towards a province-wide cycling network for several years to connect municipalities and towns to promote tourism; and

Whereas according to the province of Ontario about 50 per cent of the network routes are existing, meaning they have been implemented and are currently identified as a cycling route in Ontario; and

Whereas the Garden River portion of Highway 17B has a dedicated cycling lane on the shoulder of the highway that connects with the provincial cycling network; and

Whereas this cycling lane ends at the city limits of Highway 17B where cyclists cannot safely continue to bike into the community of Sault Ste. Marie without navigating through high volume traffic such as transports; and

Whereas building a cycling link from the top of Fournier Road along the south side of Trunk Road to join the already existing Highway 17B cycling lane will help improve safety; and

Whereas a large “welcome cyclists” sign marking the entire city biking network would be an asset to cyclists if erected at the entrances to the city limits;

Now Therefore Be It Resolved that staff be requested to report back by April 2024 with recommendations on the possibility of constructing a welcome sign with existing city biking lanes and on the cost and design of a link for cyclists from the end of the bike trail at Highway 17B to the City’s existing cycling route on Queen Street, and whether there are funding opportunities available from other levels of government.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			

Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	11	0	0	0

Carried

9.3 Traffic Calming

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor A. Caputo

Whereas a study completed by the Canadian Automobile Association reveals that speeding is at the top of the list of bad driving habits; and

Whereas according to the Traffic Injury Research Foundation, travelling even 10 km/hr over the speed limit increases the likelihood of a collision by 60 per cent, while saving the average driver only four minutes on their commute; and

Whereas the rise in speeding and stunt driving prompted the Ontario government to introduce tougher fines and penalties; and

Whereas speeding continues to be a dangerous reality on Sault Ste. Marie roads such that the City has established a speed management task force to look at methods to reduce speed; and

Whereas one effective method communities are using is a “road diet reconfiguration” to calm traffic. This may include narrowing of travel lanes through widening of sidewalks, landscaping or inserting raised medians in the center of the roadway.

Now Therefore Be It Resolved that the issue of traffic calming measures, including, but not limited to, “road diet” design methods, be referred to the speed management task force for a recommendation back to Council on their implementation whenever a street is constructed and/or is resurfaced and/or altered to manage traffic volume and speed.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			

Councillor A. Caputo	X
Councillor R. Zagordo	X
Councillor M. Bruni	X
Councillor S. Kinach	X
Councillor C. Gardi	X
Councillor M. Scott	X
Results	11
	0
	0

Carried

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

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that all By-laws under item 12 of the Agenda under date October 30, 2023 save and except By-law 2023-180 be approved.

Carried

- 12.1 By-laws before Council to be passed which do not require more than a simple majority**
 - 12.1.1 By-law 2023-168 (Agreement) High School Hockey**

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-168 being a by-law to authorize the execution of the Agreement between the City and The Algoma District School Board and The Huron Superior Catholic District School Board for the use of City Ice Surfaces and related areas for high school hockey be passed in open Council this 30th day of October, 2023.

Carried

- 12.1.2 By-law 2023-171 (Taxation Exemption) Repeal By-law 2019-212 Mill Market Municipal Capital Facility – Huron Street**

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-171 being a by-law to repeal By-law 2019-212 being a by-law to provide for the taxation exemption for the Mill Market Sault Ste. Marie as a Municipal Capital Facility (Huron Street) be passed in open Council this 30th day of October, 2023.

Carried

12.1.3 By-law 2023-172 (Agreement) Hub Trail 64 Church Street Ministry Infrastructure

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-172 being a by-law to authorize the execution of the Licence Extension and Amending Agreement between the City and His Majesty the King in Right of Ontario as Represented by the Minister of Infrastructure for the use of provincial property abutting 64 Church Street for a section of the Hub Trail be passed in open Council this 30th day of October, 2023.

Carried

12.1.4 By-law 2023-173 (Agreement) MPAC – Data Sharing and Services Agreement

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-173 being a by-law to authorize the execution of the Agreement between the City and Municipal Property Assessment Corporation for Data Sharing and Services be passed in open Council this 30th day of October, 2023.

Carried

12.1.5 By-law 2023-174 (Agreement) SSMRCA Hub Trail Multi-Use Path

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-174 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Region Conservation Authority for the multi-use path over part 0 Cooper Street be passed in open Council this 30th day of October, 2023.

Carried

12.1.6 By-law 2023-175 (Agreement) Algoma District School Board Hub Trail Multi-Use Path

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-175 being a by-law to authorize the execution of the Agreement between the City and Algoma District School Board for the multi-use path over part 636

Goulais Avenue be passed in open Council this 30th day of October, 2023.

Carried

12.1.7 By-law 2023-176 (Agreement) Tourism SSM Management Agreement Renewal

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-176 being a by-law to authorize the execution of the Management Agreement between the City and Tourism Sault Ste. Marie which outlines functions and administrative support services be passed in open Council this 30th day of October, 2023.

Carried

12.1.8 By-law 2023-177 (Street Assumptions) Various Parcels of Land

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-177 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 30th day of October, 2023.

Carried

12.1.9 By-law 2023-178 (Parking) Municipal Law Enforcement Officers

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-178 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 30th day of October, 2023.

Carried

12.1.10 By-law 2023-179 (Subdivision Control) Deeming By-law for Lots 337 and 338-339, Plan 6541 (23 and 25 Prentice Avenue)

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-179 being a by-law to deem not registered for purposes of subdivision control certain lots in the Wilding Park Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 30th day of October, 2023.

Carried

12.1.12 By-law 2023-181 (Development Control) 251 Industrial Park Crescent (Algoma Power Inc.)

Moved by: Councillor S. Kinach

Seconded by: Councillor S. Spina

Resolved that By-law 2023-181 being a by-law to designate the lands located at 251 Industrial Park Crescent (severed portion) an area of site plan control (Algoma Power Inc.) be passed in open Council this 30th day of October, 2023.

Carried

12.1.13 By-law 2023-182 (Agreement) Tourism SSM Waterfront Design Plan Funding

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-182 being a by-law to authorize the execution of the Agreement between the City, Tourism Sault Ste. Marie and Destination Northern Ontario for the Waterfront Design Plan funding be passed in open Council this 30th day of October, 2023.

Carried

12.1.11 By-law 2023-180 (Property Expropriation) 350 Fifth Line East (Pettenuzzo)

Mayor M. Shoemaker declared a conflict on this item. (City is a client of law firm on this issue.)

Moved by: Councillor S. Kinach

Seconded by: Councillor S. Spina

Resolved that By-law 2023-180 being a by-law to acquire by expropriation the lands known municipally as 350 Fifth Line East and being PT SEC 7 TARENTORUS AS IN T298928; S/T T29202; S/T B2809; SAULT STE. MARIE be passed in open Council this 30th day of October, 2023.

	For	Against	Conflict	Absent
Mayor M. Shoemaker			X	
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			

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Councillor R. Zagordo	X
Councillor M. Bruni	X
Councillor S. Kinach	X
Councillor C. Gardi	X
Councillor M. Scott	X
Results	10
	0
	1
	0

Carried

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

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

12.3.1 By-law 2023-82 (Street Closing and Conveyance) Stop, Close and Convey Part Barton Street

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that By-law 2023-82 being a by-law to stop up, close and authorize the conveyance of a portion of Barton Street described as PART OF PIN 31613-0163 (LT) PART BARTON ST PL 58 AWENGE, PART 1 1R-14095; SAULT STE. MARIE be passed in open Council this 30th day of October, 2023.

Carried

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

14. Closed Session

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that this Council move into closed session to discuss: one item concerning a proposed disposition of land; one item that is subject to solicitor-client privilege; and one item relating to a plan to be applied to negotiations

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

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(Municipal Act section 239(2)(c)a proposed or pending acquisition or disposition of land by the municipality or local board; (f) advice that is subject to solicitor-client privilege, and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board)

Carried

15. Adjournment

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



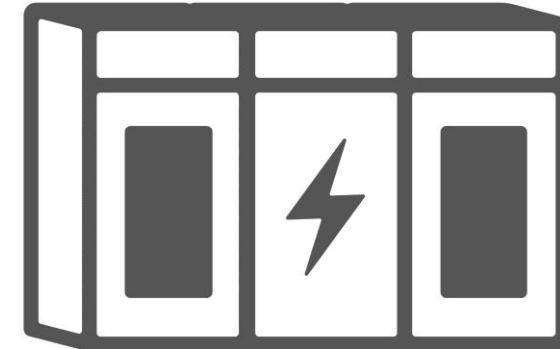
Battery Energy Storage Systems (BESS) Project

Sault Ste. Marie City Council

November 20, 2023

Project Background

- Starwood Energy Group Global Inc. in partnership with PUC Services Inc. is proposing a battery storage project in response to a recent Request for Proposals (RFP) by the provincial government, the Independent Electricity System Operator (IESO).
- The project is planning to develop five (5) battery storage facilities at locations throughout Sault Ste. Marie.
- This project aims to support Ontario's energy infrastructure, ensuring reliable energy storage and distribution.



What is Battery Storage?

- Battery storage, or battery energy storage systems (BESS), are devices that enable energy from renewables, like solar and wind, to be stored and then released when the power is needed most.
- Battery storage technology has a key part to play in ensuring homes and businesses can be powered by green energy, even when the sun isn't shining, or the wind has stopped blowing.



Project Highlights

- The project adds storage capacity to the local distribution grid, providing **added capacity** at peak times.
- **Low carbon** alternative at peak times to reduce reliance on carbon intensive generation.
- **Reuse** of current properties owned by the City of Sault Ste Marie and PUC Services.
- **Aligns** with the City of Sault Ste. Marie Corporate Strategic Plan and Greenhouse Gas Reduction Plan
- We always prioritize **safety** and are committed to building projects that meet rigorous safety and reliability standards.



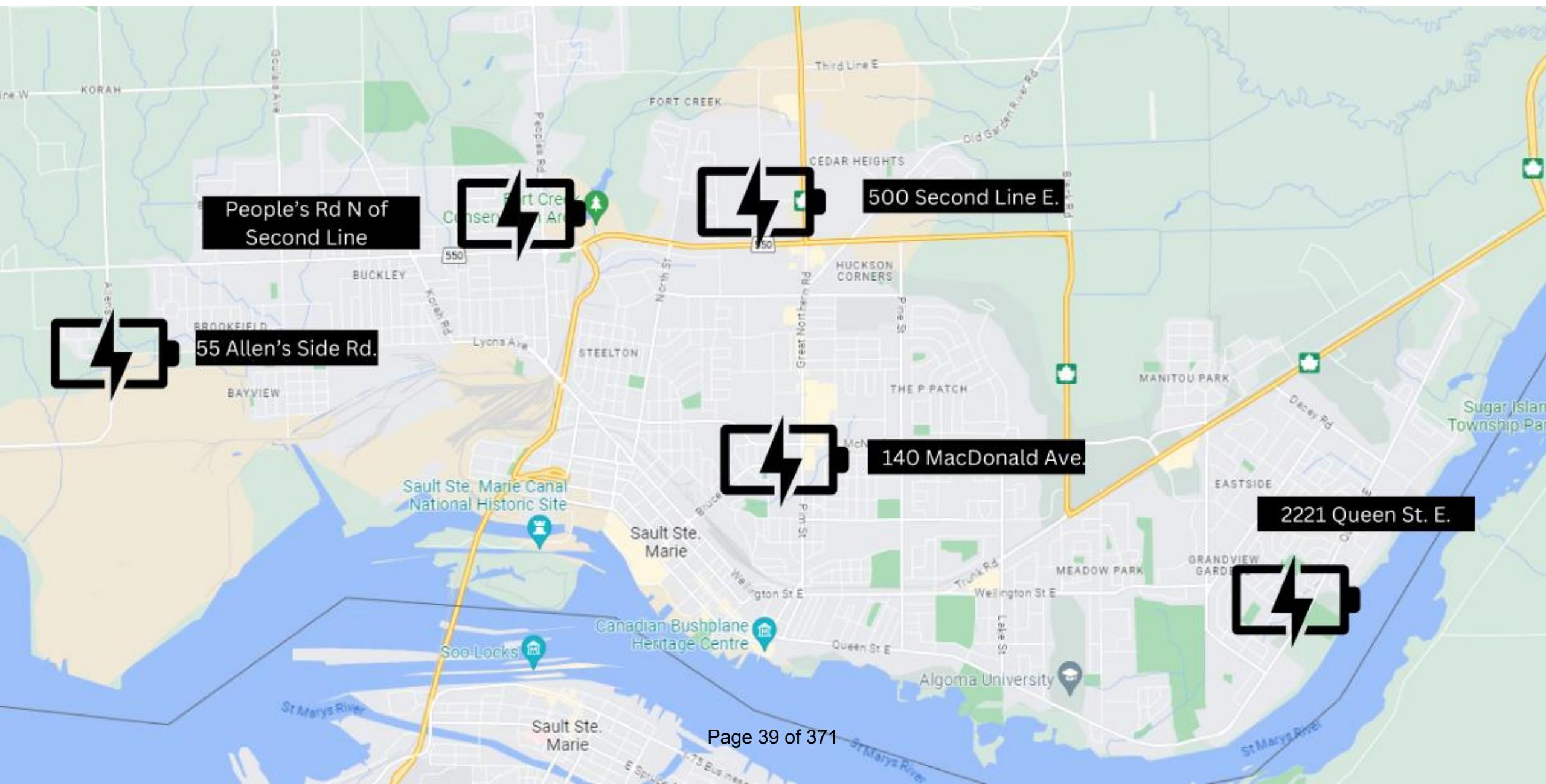
In the Community



- Public Community Meeting held November 13th. Invited customers with homes/businesses directly adjacent to locations.
- Website with further details is:
www.pucbatterystorage.com
- Committed to responding to and addressing community concerns about battery storage and potential risks.
- Local support received from Missanabie Cree First Nation.
- Engagement is ongoing with other local First Nations.

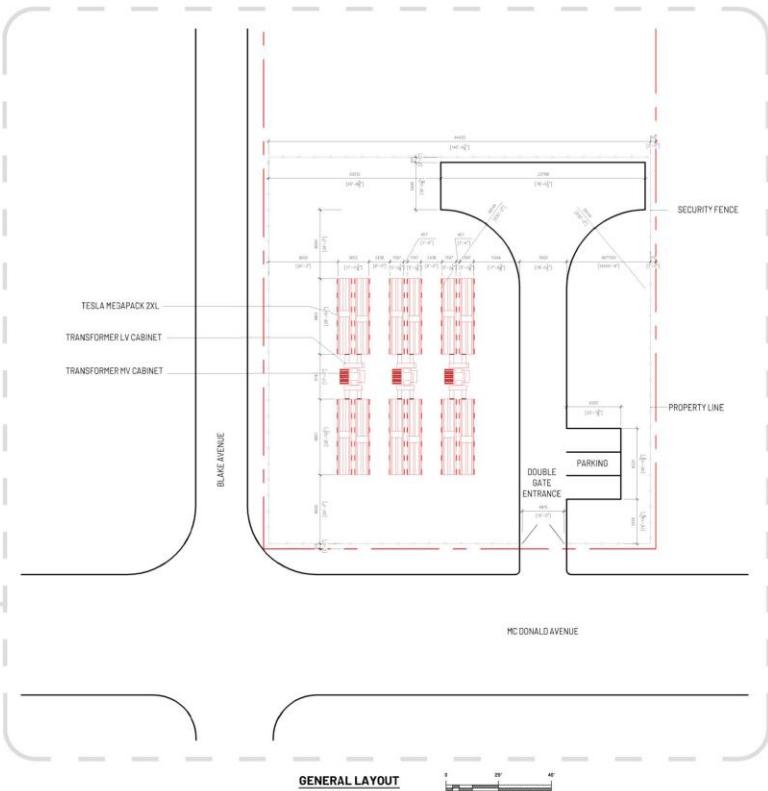


All five (5) Proposed Locations



140 MacDonald Ave.

BATTERY ENERGY STORAGE SYSTEM(BESS)	
PROJECT ID	LTH-027-3-1
GPS COORDINATES	46.5183510286988,-84.3202760135762
SYSTEM TOTALS	
GRID LIMIT	8.9 MW
OUTPUT POWER	11.664 MW @ 10.488 MW @ 0.9 PF
GRID OUTPUT ENERGY	39.5 MWh
BATTERY	
OUTPUT RATING	6.972 kW @ 0.875 kW @ 0.9PF
MEGAPACK TYPE	4hr
MEGAPACK QTY	12
INVERTER	
MANUFACTURER	TESLA
OUTPUT RATING	1200kVA
OUTPUT VOLTAGE(A/C)	480V
MV TRANSFORMER QTY	MV TRANSFORMERS
	3
MV TRANSFORMER CAPACITY	4,800kVA



DRAFT ONLY

SHEET SIZE: 11 X 17

SHEET SIZE: 11 X 17

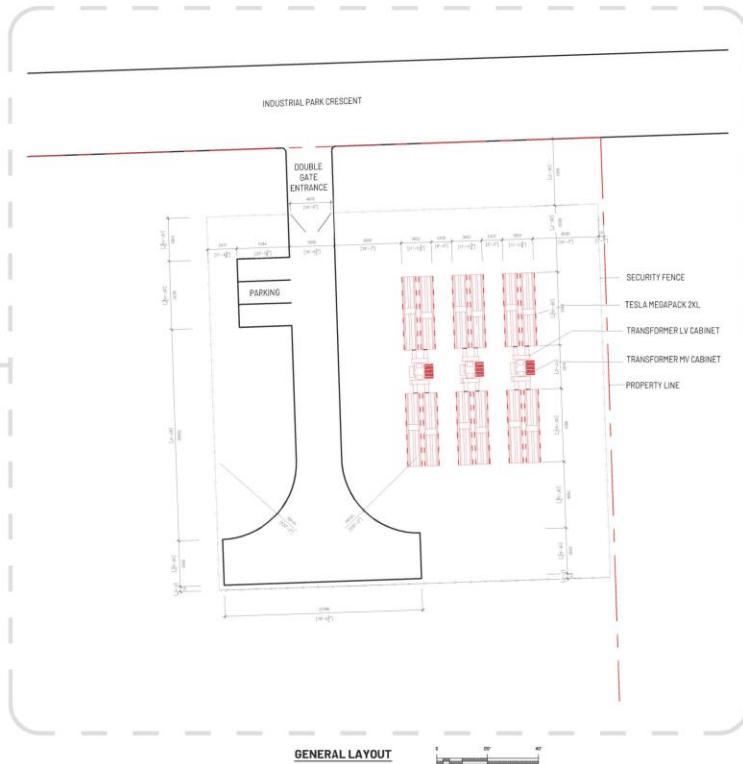
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Current location for PUC
Distribution Substation #4,
slightly larger footprint than
currently being used.

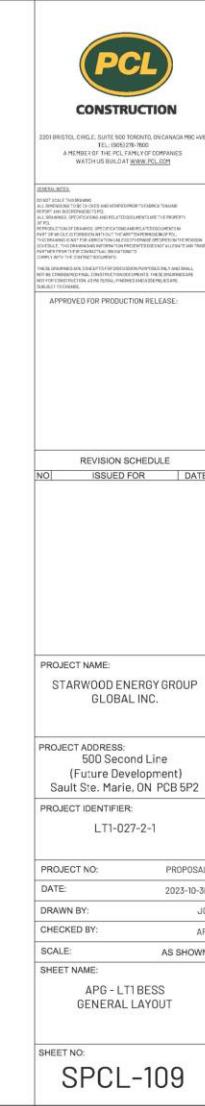
Some equipment will remain but be modernized to support reliability within the distribution system.

79 Industrial Park Cres.

BATTERY ENERGY STORAGE SYSTEM(BESS)	
PROJECT ID	LTI-027-2-1
GPS COORDINATES	46.51/109.64/300667 -64.32/85.23/62171453
SYSTEM TOTALS	
GRID LIMIT	9.5 MW
OUTPUT POWER	11.664 MW
GRID OUTPUT ENERGY	39.5 MWh
BATTERY	
OUTPUT RATING	0.972 kW
MEGAPACK TYPE	4hr
MEGAPACK QTY	12
INVERTER	
MANUFACTURER	TESLA
OUTPUT RATING	1200kW
OUTPUT VOLTAGE (AC)	480V
MV TRANSFORMERS	
MV TRANSFORMER QTY	3
MV TRANSFORMER CAPACITY	4,800kVA

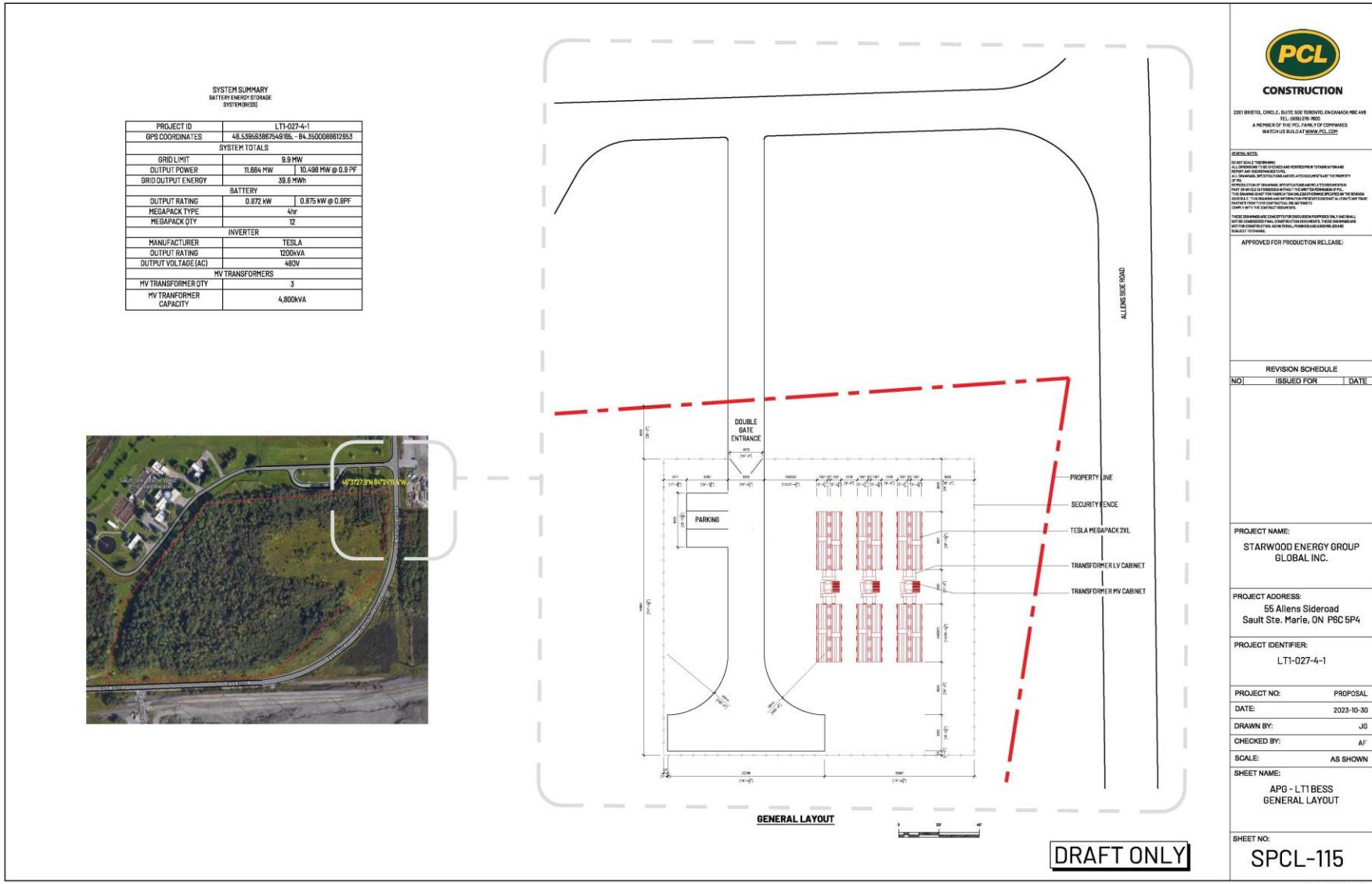


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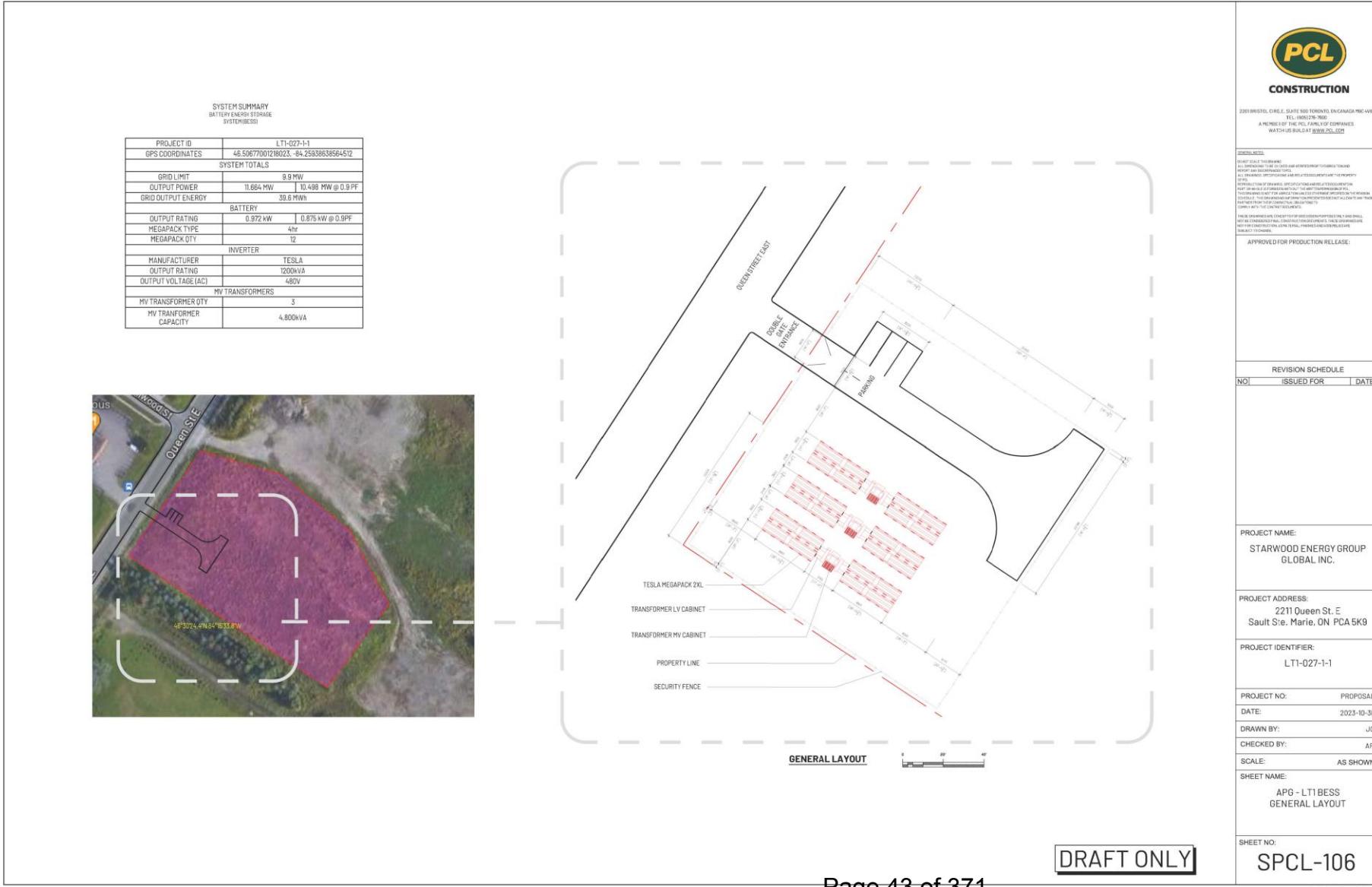
Currently undeveloped but will be cleared for PUC Service' use.

55 Allens Side Rd.



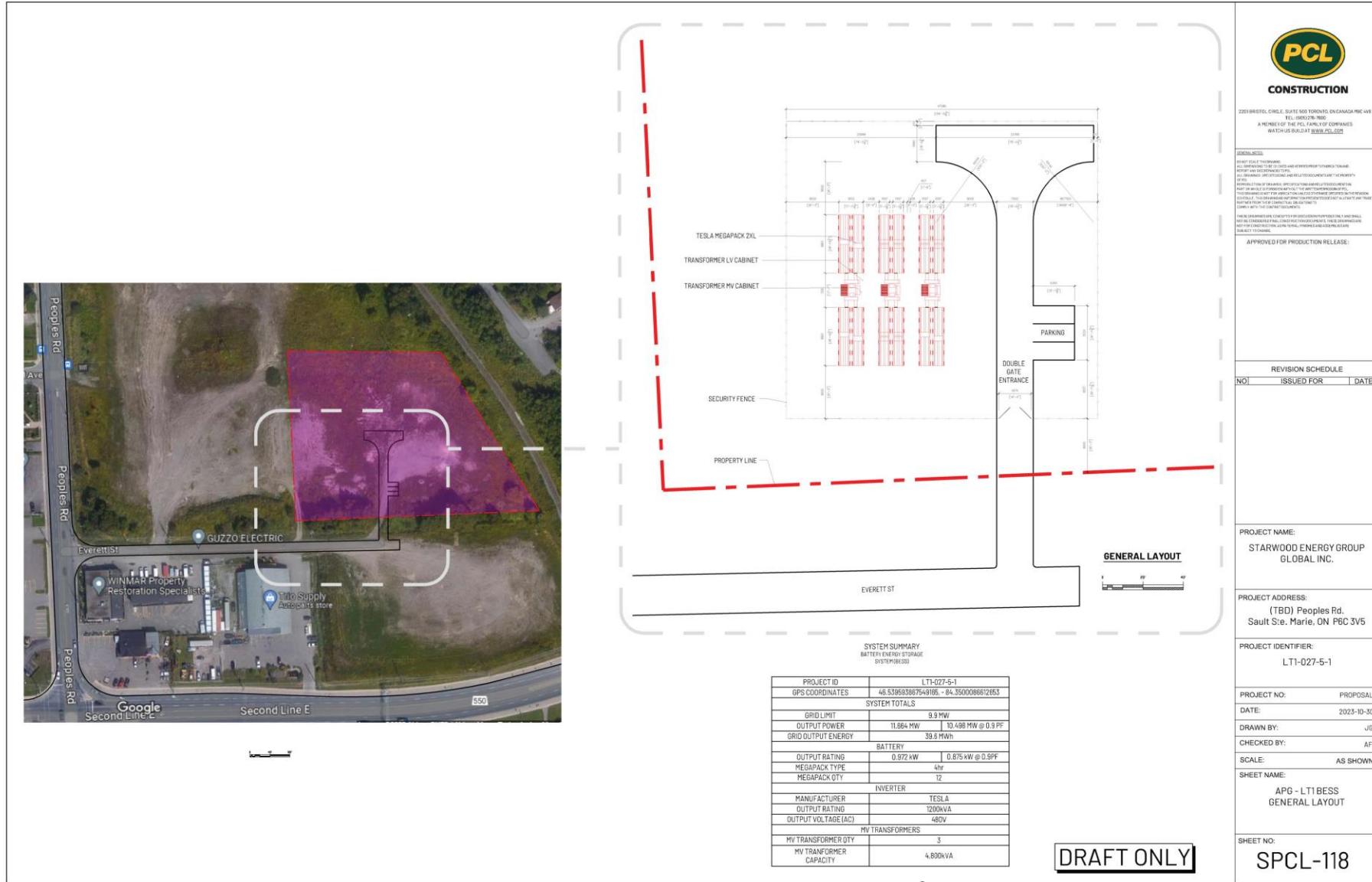
Utilizing existing location of wastewater plant, that would otherwise not be developed due to proximity of plant.

2221 Queen St.



Land used between plant and snow dump that would otherwise be unused.

Peoples Rd. and Everett St.



Exact location tbd, this will be located on property around the current snow dump.

Questions?



Veterans Commemorative Monument

Council Handout

20 November 2023

Introduction: This project is a Recognition Monument to the over 10,000 citizens of Sault Ste. Marie and areas that have served through the Armed Services of Canada and Allied Nations.

Objective: To create a monument to those citizens who have served their country, through the Armed Services of Canada, Commonwealth and Allied Nations

Purpose: To provide a formal and lasting tribute to the citizens of our community and area who have volunteered to serve. It is only proper and fitting that a tribute to their dedication and sacrifice be erected. Over time we have appropriately recognized those who have made the ultimate sacrifice in the service of their country in all the conflicts and wars through the cairn at the corner of Gore and North Street, the memorial wall in the GFL Memorial Gardens, the Memorial Tower adjacent to the original Memorial Gardens, the Cenotaph on Queen St, the cairn at the former Abitibi Paper Mill site and the cairn at the Sault Canal Park. We have not, however paid tribute to all those who have served and returned.

Background: The eye into the soul of a nation is its history. It is from this view that we are able to determine what the nation has stood for, how it has responded to the challenges, how it stood up to adversity, what is its value structure, - **its ethos**. Unless you are a student of history, you will not know of the values and challenges faced by many of her citizens or of the country's response in time of need. In particular you may not be aware of the sacrifices made by the "citizen soldiers" in the defense of our nation and our ideals.

The evolution of Canada in becoming a nation and being a nation, in many respects occurred in the Sault area. Canada is not, has not been and by its very nature is not a warring nation. Yet we are a nation of individuals who will answer the call to protect our rights and those of others, from aggression, oppression and subversion. From the formation of the hamlet of Sault Ste. Marie to the present day, our citizens have volunteered to defend their rights and to protect those of others.

1. The first recorded event of this Canadian character was prior to Canada becoming a nation, when volunteers from the Sault, mostly fur traders along with Indigenous people and a small force of British Regulars of Britain's 10th Royal Veterans, from Fort St Joseph, captured Fort Michilimackinac in a surprise attack, without a shot being fired, except a warning round.

2. The first official military volunteer unit from this area, known as the Sault Ste Marie Volunteer Infantry Company, was formed on January 27th, 1865, two years prior to confederation, it was formed to protect against the expected raids of the Fenian. It was these volunteers who patrolled the St Mary's River for Fenian

agitators from Marquette, Michigan who had threatened Sault Ste. Marie, a village of 304. The Militia patrolled the 60 mile stretch of shoreline between Gros Cap and Bruce Mines until the threat passed.

3. The first pathways across this nation were the river systems. This same system was taken by the Wolseley Expedition as it passed through the Sault to quell the Manitoba crises and eventually restore peace and good order.

4. Sault volunteers heard the call of the Empire for soldiers to fight in the two South Africa "Boer Wars".

5. The world fell into conflict in 1914, volunteers by the hundreds signed up for 5 battalions' worth of soldiers to fight in the First World War.

6. The local militia was called up for the protection of the now undefended border with the US, as the Second World War expanded. The defense of the vital industry, shipping channel and lock had to be protected. The local reserves were later sent to the Pacific coast to defend against a possible Japanese invasion, which never materialized.

7. The Korean "police action" was supported by local volunteers,

8. More recently the deployment of yet again volunteers for the War in Afghanistan.

9. In addition, we have Canadian Armed Forces members and Reservists that have served in Peacekeeping/Peacemaking operations around the world, Canada has had more peacekeeping mission than any other nation in the world.

10. Local reservists are currently serving in Latvia in defence of NATO's borders with Russia.

The citizens of Sault Ste. Marie and local area have answered the call to duty, with honour and distinction. The Canadian Ideal has been defended by men and women, settlers and aboriginal peoples, probably in greater numbers than by many much larger cities and towns across this country, than Sault Ste. Marie.

Site Selection: The actual site of such a tribute is as important as the tribute itself. It should be situated in a setting where the citizens have the time and space to note the contributions as well as the tranquility to reflect on them. It should be as close as possible to the area of the city that overlooks the location where the majority of these historic events/actions occurred. The area should not interfere with those monuments that pay tribute to those who made the ultimate sacrifice for their nation. The area should be such that commemorative services and ceremonies may be conducted to attract the largest gathering of Veterans and more importantly the citizens. The site should fall within an area of the city that is already recognized for its historical landmarks and historical events. It should be where the citizens and visitors will see it and note its significance. Such an area is Rowswell Park. We appreciate that this site has other users throughout the year. We have reached out to them to ensure there will be no conflict in the use of the Park.

Inclusiveness: The tribute shall acknowledge all those who have honourably served their country. The standard definition of a veteran shall be used so as to be all inclusive, which includes the military and the RCMP. The military service of individuals is divided into the three service elements within the Canadian Forces the Navy, Army and Air Force. Within these elements, recognition of certain sub-elements will also be contained, i.e. the Merchant Navy. The three services will be individually recognized within the structure by symbols and words and can be further amplified by a series of appropriate placards of local historical military facts/events/people along the board walk. Members of Municipal Police Services who have served in an "Operational Area" may also participate. In keeping with the multi faceted face of our nation, the wording will be in English, French and Ojibwa.

Funding: Those citizens, who volunteered their time and efforts for our collective security, will be contributing to the total costs of this tribute. The veterans will be recognized through their purchase of a granite marker. Those honourably discharged who have served and or are serving in any allied armed service and have a connection to the Sault and area, may purchase a granite marker.

In addition, the tribute will be funded through an application for federal and provincial funds that are earmarked for this purpose, along with general and corporate donations. All contributions will be acknowledged within the scope of our Recognition Policy.

Concept of Operations: A focused and distinct memorial will be designed, crafted and erected in a setting allowing for reflection and thanks. The quality of the monument will leave the viewer with the vision of a work of art, aptly suited to such a setting and purpose. A fourth element will be the erection of the Canada Coat of Arms, on loan by Canada Post to complement the monument. The fifth and final element will be a series of plaques that outline individual historical military events that have occurred in the Sault area.

Attachment: site plans

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



Ontario

234-2023-5268

November 1, 2023

Your Worship,
Mayor Matthew Shoemaker
City of Sault Ste. Marie
mayor.shoemaker@cityssm.on.ca

Dear Mayor Shoemaker,

Re: Strong Mayor Powers and Eligibility for Building Faster Fund

I would like to thank you for committing to your 2031 housing target on behalf of your municipality. And by now I hope you have received my letter informing you of your annual housing targets. In addition, this information can be found [here](#).

As the province and municipalities work together to deliver on a commitment to build 1.5 million new homes by 2031, I am pleased to inform you that as of October 31, 2023, we have expanded strong mayor powers to heads of council of 18 municipalities who have committed to their housing target. This includes the City of Sault Ste. Marie.

Strong mayor powers are intended to provide the heads of council of our largest and fastest growing municipalities with tools to deliver on shared provincial-municipal priorities, such as housing, transit and infrastructure, as set out in O. Reg. 580/22.

Amendments to O. Reg. 530/22 under the Municipal Act (MA) have come into force, and as head of council of your municipality, you are able to:

- Choose to appoint the municipality's chief administrative officer
- Hire certain municipal department heads, and establish and re-organize departments
- Create committees of council, assign their functions and appoint the Chairs and Vice-Chairs of committees of council
- Veto certain by-laws if you are of the opinion that all or part of the by-law could potentially interfere with a provincial priority, such as housing, transit and infrastructure
- Bring forward matters for council consideration if you are of the opinion that considering the matter could potentially advance a provincial priority

.../2

- Propose certain municipal by-laws if you are of the opinion that the proposed by-law could potentially advance a provincial priority. Council can pass these by-laws if more than one-third of all council members vote in favour.
- Propose the municipal budget, which would be subject to council amendments and a separate mayoral veto and council override process.

For more information on strong mayor powers and duties please see:

- The [Strong Mayor chapter](#) of the Ontario Municipal Councillor's Guide
- The legislation that establishes strong mayor powers and duties: [Strong Mayors, Building Homes Act, 2022; Better Municipal Governance Act, 2022](#)
- Regulations made under the Municipal Act, 2001 that support strong mayor powers and duties: [O. Reg 580/22; O. Reg. 530/22](#)

In addition, by committing to your municipality's housing target, this is a key step for the City of Sault Ste. Marie to be eligible for the Building Faster Fund. We also hope and expect that municipalities will submit a council-approved pledge by December 15, 2023, if they have not already done so, outlining the steps they will take to achieve their housing targets. Submission of this pledge is not a condition for accessing funding under the Building Faster Fund.

We need every single municipality to do their share, and our government is committed to providing every tool at our disposal to empower municipalities who are shovel-ready and committed to growth.

Please accept my best wishes.

Sincerely,



Hon. Paul Calandra
Minister of Municipal Affairs and Housing

C: Hon. Rob Flack, Associate Minister of Housing
Ross Romano, MPP Sault Ste. Marie
Michael Klimuntowski, Chief of Staff, Minister's Office
Martha Greenberg, Deputy Minister
Caspar Hall, Assistant Deputy Minister, Local Government Division
Sean Fraser, Assistant Deputy Minister, Planning and Growth Division
Joshua Paul, Assistant Deputy Minister, Market Housing Division
Rachel Tyczinski, Clerk, City of Sault Ste. Marie
Malcolm White, Chief Administrative Officer, City of Sault Ste. Marie



SAULT STE. MARIE

News Release

For Immediate Release

City of Sault Ste. Marie summer student awarded prestigious OMAA Maureen McCauley bursary

Sault Ste. Marie, ON (2023 11 21) – The City of Sault Ste. Marie is pleased to announce that Gracee Zagordo, a summer student in the office of the Chief Administrative Officer (CAO), has been selected as this year's recipient of the prestigious Ontario Municipal Administrators Association (OMAA) Maureen McCauley Bursary.

Gracee, a second-year student at Wilfrid Laurier University, has received this award through her dedication and commitment to municipal administration. The OMAA Maureen McCauley Bursary is awarded annually to a student who demonstrates exceptional potential in the field of municipal administration. The selection process is open to students from across the province of Ontario, making Gracee's achievement even more impressive.

"We are very proud of Gracee's dedication and hard work during her time as a summer student in the CAO's office," said Malcolm White, CAO, City of Sault Ste. Marie. "This bursary is a testament to her passion for municipal administration and her commitment to making a positive impact in our community. Gracee is a shining example of the talent and potential that exists within our local youth."

During her time as a summer student in the CAO's office, Gracee lead a range of responsibilities, which encompassed her leadership of the City's Green Team, the coordination of community-focused fundraising efforts, notably the 'Every Breakfast

Counts' program, and engagement in meetings with various community stakeholders and staff members.

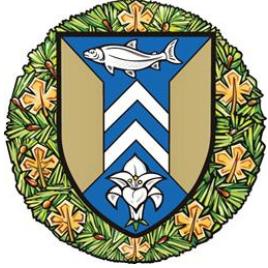
"I am grateful to the City of Sault Ste. Marie for the opportunity to lead several important community initiatives. As a summer student in the office of the CAO, I had the privilege of acquiring valuable insights into the intricate workings of local government and the diverse responsibilities associated with city administration. I look forward to continuing to work with staff and contributing to my community in meaningful ways."

The City of Sault Ste. Marie extends its congratulations to Gracee for being selected as the recipient of the OMAA Maureen McCauley Bursary. For more information on the OMAA Maureen McCauley Bursary visit www.omaa.on.ca.

-30-

Media Contact:

Tessa Vecchio
Corporate Communications
City of Sault Ste. Marie
705-759-5396
t.vecchio@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Malcolm White, CAO
DEPARTMENT: Chief Administrative Officer
RE: Strong Mayor Powers Update

Purpose

The purpose of this report is to update Council regarding the Strong Mayor Powers.

Background

Council was provided with a comprehensive overview of the Strong Mayor Powers and the intentions of Mayor Shoemaker regarding those powers at the October 30, 2023 Council meeting. Subsequent to that meeting, legislation extended the strong mayor powers to further municipalities, including the City of Sault Ste. Marie, effective October 31, 2023.

Analysis

Mayor Shoemaker has now issued the first three decisions under the legislation (attached). The first decision delegates the authority to select and appoint a Chief Administrative Officer back to Council as outlined in the existing policy 'Guidelines for the Recruitment and Selection of Senior Staff'. The second decision delegates powers regarding organizational structure and employment matters back to the Chief Administrative Officer in the same manner and form as laid out in the current CAO By-law. The third decision directs the CAO and CFO/Treasurer to prepare the Preliminary 2024 Capital and Operating budgets and that the budgets be considered in the same manner in which Council has considered previous budgets.

Pursuant to the legislation, these and any future Mayoral Decisions under the legislation will be listed publicly on the City website on the Mayor's homepage. Staff continue to assess the legislation as it applies to other aspects of municipal processes and will advise the Mayor accordingly regarding future decisions/delegations.

Financial Implications

There are no financial implications to this information report.

Strategic Plan / Policy Impact / Climate Impact

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

Strong Mayor Powers Update

November 20, 2023

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated November 20, 2023 concerning Strong Mayor Powers Update be received as information.

Respectfully submitted,

Malcolm White

CAO

705.759.5347

cao.white@cityssm.on.ca



Mayoral Decision No. 2023-01

Decision Concerning the Selection and Appointment of a Chief Administrative Officer

WHEREAS section 284.5 of the *Municipal Act, 2001*, R.S.O. 2001 (the “Act”) provides that the powers under section 229, with respect to the Chief Administrative Officer, are assigned to the Head of Council;

WHEREAS section 284.13 of the Act provides that the Head of Council may delegate their powers and duties with respect to section 284.5 of the Act;

NOW THEREFORE I, Matthew Shoemaker, Mayor of the City of Sault Ste. Marie (“City”) hereby delegate my authority to select and appoint a Chief Administrative Officer to City Council as based on current practice outlined in the Guidelines for the Recruitment and Selection of Senior Staff.

This delegation takes effect on November 15, 2023 and remains in effect until this delegation is modified or revoked in writing.

Dated at the City of Sault Ste. Marie this 15th day of November, 2023

Matthew Shoemaker



Mayoral Decision No. 2023-02

Decision to Delegate the Powers Regarding Organizational Structure and Employment Matters

WHEREAS section 284.6 (1) of the *Municipal Act, 2001*, R.S.O. 2001 (the “Act”) provides that the powers of the municipality with respect to determining the organizational structure of the municipality are assigned to the Head of Council;

WHEREAS section 284.6 (2) of the Act provides the power to hire, dismiss or exercise any other prescribed employment powers with respect to the head of any division or the head of any other part of the organizational structure to the Head of Council;

WHEREAS section 284.13 of the Act provides that the Head of Council may delegate their powers and duties with respect to section 284.6 of the Act;

NOW THEREFORE I, Matthew Shoemaker, Mayor of the City of Sault Ste. Marie (“City”) hereby delegate these powers to the Chief Administrative Officer in the same manner and form as laid out in the CAO By-law.

This delegation takes effect on November 15, 2023 and remains in effect until this delegation is modified or revoked in writing.

Dated at the City of Sault Ste. Marie this 15th day of November, 2023

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

Mayor Matthew Shoemaker



Mayoral Decision No. 2023-03

Decision to Delegate the Powers Regarding the 2024 City Budget

WHEREAS section 284.16 of the *Municipal Act, 2001*, R.S.O. 2001 (the “Act”) and section 7 (1) of O. Regulation 530/22 provides that the Mayor shall, on or before February 1 of each year (a) prepare a proposed budget for the municipality that includes the estimates of sums required under subsection 289 (1) or 290 (1) of the Act, as the case may be; (b) provide the proposed budget to each member of council and to the clerk; and (c) make the proposed budget available to the public;

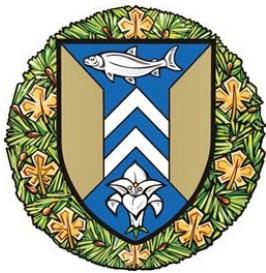
NOW THEREFORE I, Matthew Shoemaker, Mayor of the City of Sault Ste. Marie (“City”) hereby direct the CAO and CFO/Treasurer to prepare the Preliminary 2024 Capital and Operating budgets to be tabled at the November 20, 2023 Council Meeting; and Further that the budget be considered by Council at the previously scheduled December 11, 2023 Budget Meeting in the same manner in which Council has considered previous budgets.

This delegation takes effect on November 15, 2023 and remains in effect until this delegation is modified or revoked in writing.

Dated at the City of Sault Ste. Marie this 15th day of November, 2023

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

Mayor Matthew Shoemaker



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Matthew Shoemaker
DEPARTMENT: Mayor and Council
RE: Update to Mayor's Chain of Office

Purpose

The purpose of this report is to seek Council authorization to update the Mayor's Chain of Office.

Background

There is a long history attached to mayoral chains of office, which date back to the middle ages. Chains of office (often referred to in the United Kingdom as livery collars), are typically a representation of the Office of Mayor, worn by mayors when on official duties. While not often used, the City of Sault Ste. Marie's chain of office dates back to 1955. It was created and donated to the City by the Jaycees. The Jaycees are a youth leadership development organization that was active in Sault Ste. Marie at the time.

The Mayor's Chain of Office follows the traditional design of chains of office throughout the commonwealth. The large central medallion is pervasive in chains of office. The smaller medallions that form the chain represent companies, organizations or places that were significant to Sault Ste. Marie in 1955 or its history. The medallions represent:

- | | | | |
|----|---------------------------|-----|--------------------------|
| 1) | Algoma Steel Corporation, | 10) | Fire Department, |
| 2) | Great Lakes Power, | 11) | Mining Industry, |
| 3) | Doran's Brewery, | 12) | Jaycees, |
| 4) | Yankcanuk Steamships, | 13) | Dominion Bridge, |
| 5) | Sault Daily Star, | 14) | Roddis Lumber, |
| 6) | Hotelmen's Association, | 15) | Algoma Central Railway, |
| 7) | Police Department, | 16) | Abitibi Power and Paper, |
| 8) | Treaty Indians, | 17) | Township of Korah, and |
| 9) | Hunting, | 18) | Township of Tarentorus. |

A number of the companies and organizations that are represented no longer exist or are represented in culturally insensitive ways. Further, a number of organizations or places that played a significant role in our community's history are

Update to the Mayor's Chain of Office

November 20, 2023

Page 2.

not represented by the medallions. To give a few examples, the Township of Korah and the Township of Tarentorus are represented on the Chain of Office, but the Township of Steelton is not. The Police and Fire Department are represented, but paramedics are not. Other companies such as Abitibi Power and Paper, Roddis Lumber, Yankcanuck Steamships, Dominion Bridge and Doran's Brewery either no longer exist or exist in different forms. The medallion that is intended to be a representation of Treaty Indians is a troubling stereotypical depiction of an Indigenous person.

The large central medallion, bearing the City's Coat of Arms, was updated at the end of the previous council term, and returned to the Mayor's Office at the beginning of the new term to reflect the updated City Coat of Arms.

Analysis

It is time to update the small medallions that form the chain to more properly reflect the City's history.

As a starting point, the companies represented should be generalized so that the industries those companies work within are what is represented and not the specific corporations themselves, which change often. As an example, instead of Algoma Steel being represented, the steel industry would be represented in a new medallion. Instead of Roddis Lumber and Abitibi Power and Paper Company being represented, the forestry industry would be represented in a new medallion. Second, foundational communities like the Township of Steelton should be added to the chain of office alongside existing representations of the Townships of Korah and Tarentorus. Others, like the Fire Department medallion and the Police Department medallion should be consolidated into a single medallion, with paramedics represented on that same medallion. The representation of Treaty Indians should be modernized based on consultations with the local Chiefs of Batchewana First Nation and Garden River First Nation. The medallion representing the Jaycees, though no longer an active group in our community, will be maintained to recognize their donation of the chain of office to the City in 1955. If approved, the new chain of office medallions would be as follows:

1) Steel Industry,	10) Fur Trade,
2) Hydro-Electric and Alternative Energy,	11) The Sault Ste. Marie Canal,
3) International Border City,	12) Forestry Industry,
4) Shipping,	13) 49 th Field Regiment,
5) Royal Canadian Legion Branch 25,	14) Railways,
6) Labour,	15) Township of Steelton,
7) Police, Fire and EMS,	16) Township of Korah,
8) Robinson-Huron Treat Signatories,	17) Township of Tarentorus, and
9) Hunting & Fishing,	18) Jaycees.

Update to the Mayor's Chain of Office

November 20, 2023

Page 3.

In coming to the recommended medallions above, consultations with Mayors Butland, Amaroso and Provenzano have been undertaken. Additionally, consultations with former Chief Sayers from Batchewana First Nation, former Chiefs Rickard and Boissoneau from Garden River First Nation, and current Chief Bell from Garden River First Nation have been undertaken.

Financial Implications

The large central medallion of the chain of office was replaced at the end of the previous term/beginning of the current term at a cost of \$700. It is anticipated the updates to the balance of the medallions will be in the \$100 per medallion, with some graphic design work required to update the artwork for those medallions. Altogether, it is expected the update of the chain of office will cost between \$5,000-\$7,500. The cost for the updates will be paid for through the Mayor's office budget.

Strategic Plan / Policy Impact / Climate Impact

The Chain of Office is a representation of the Mayor's Office that has been in use since 1955. It is tied to the history of the office, and representative of the history of the City, but will not have an impact on the strategic plan nor a climate impact.

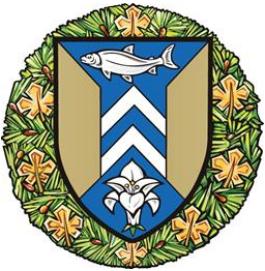
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the Report of Mayor Shoemaker dated November 20, 2023 concerning updates to the Mayor's Chain of Office be received and that City Council authorize the recommended updates to the Mayor's Chain of Office.

Respectfully submitted,

Matthew Shoemaker
Mayor
705.759-5344
mayor.shoemaker@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP Fleet Management Information System – PWES

Purpose

The purpose of this report is to obtain Council approval for the purchase of a Fleet Management Information System (FMIS) as required by Public Works and Engineering Services.

Background

On January 9, 2023, City Council reviewed a report re: Fleet Management Improvement Initiatives from Public Works and Engineering Services, which outlined the following:

A full Public Works Fleet Services Review was conducted in 2021 by Mercury Associates, Inc., with findings and recommendations presented to Council on October 25, 2021.

There was a detailed practice review of all aspects of fleet management functions with a strategic direction provided. The four main focus areas of the study for improvement were as follows:

- Fleet renewal;
- Garage resources;
- Core enablers (ie. Fleet Management Information System ‘FMIS’); and
- Financial Management.

Mercury Associates, Inc. is playing an instrumental role in the implementation of this system for Public Works and in addition will provide their service in relation to updating the equipment replacement plan, continue to develop the governance guidelines for this Division, and potential commence work on chargeback methods to the respective user groups.

Particularly, this request is working to address the recommendation of a dedicated fleet management information system and secure the vendor/product which will allow the City to move forward. Council has seen this recommendation with the 2023 Capital Budget funded from the IT Reserve.

The Request for Proposal for the FMIS vendor and product was publicly advertised and proposal document forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on July 24, 2023

Analysis

Proposals from three (3) proponents were received prior to the closing date:

- RTA the Fleet Success Company
- TT Faster LLC dba FASTER Asset Solutions
- Univerus Software Canada Inc.

The proposals received have been evaluated by a committee comprised of staff from Public Works and Engineering Services and IT with oversight by City Procurement and City's consultant Mercury Associates, Inc.

Following review of technical requirements, vendor demonstrations of proposed solutions were presented from shortlisted proponents RTA and FASTER. It is the consensus of the evaluation committee that the proponent scoring the highest in the evaluation process is FASTER Asset Solutions.

Financial Implications

FASTER Asset Solutions proposed fees are comprised of implementation costs and annual subscription fees.

Year 1 of the program will include implementation/professional services fees and the initial annual subscription cost for fee of \$146,511 including the non-rebatable portion of HST.

During 2023 Budget deliberations Council approved the allocation of \$185,000 for FMIS program. Of this amount, \$64,000 remains after awarding funds to Mercury. The 2023 operating budget included \$40,000 for this initiative for annual service fees. The 2024 operating budget includes an additional \$30,000 (totally \$70,000 in 2024) for the annual service fees based upon this procurement award. These allocations will be used to fund the remainder of this award.

For years 2 through 5 (2025 to 2028) ongoing subscription costs of \$70,242 annually including the non-rebatable portion of HST, will be funded through approved budgets from operating accounts, which will be included in the 2025 Budget.

Not related to this report, but related to FMIS implementation, the 2024 Capital Budget includes an additional ask of \$105,000 for FMIS implementation which will include items such as replacement plans, governance guidelines, strategy and charge back methods.

November 20, 2023

Page 3.

Strategic Plan / Policy Impact / Climate Impact

The Fleet Management Information System (FMIS) is within the Corporate Strategic Plan and is critical in maintaining existing infrastructure and essential to properly fund and manage the fleet assets for Public Works.

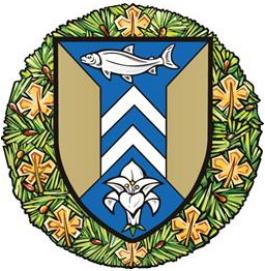
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-186 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759-5298
k.marlow@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Steve Facey, Manager of Finance
DEPARTMENT: Corporate Services
RE: Third Quarter Financial Report – September 30, 2023

Purpose

The purpose of this report is to provide Council the third quarter financial report for 2023.

Background

Council reviews unaudited financial reports on a quarterly basis. The previous quarterly report can be found [here](#).

Analysis

The third quarter financial results are presented for Council's information and provides an update from the report presented in July 2023. The results of the nine months of actual expenditures are not indicating a significant variance at this time. Departments are generally trending on budget which is apparent in Appendix A.

Interest and investment income is an area that will exceed the budgetary expectation for 2023. As it currently stands, investment income actuals exceed \$6 million compared to a budget of \$4.8 million. As interest rates increase, the cost of borrowing increases but so do the returns. An adjustment to these accounts will be recommended within the 2024 budget.

Corporately, salaries and benefits are trending slightly under budget based on nine months of actuals. Of the \$67 million budgeted, actual expenditures to date total \$48 million, or just under 72%.

One area that is currently overspent is 'vehicle allowance, maintenance and repairs'. This specific grouping of expenditures has been historically overspent and has contributed to the corporation's year-end position. For Council's reference, actual expenditures incurred for 2022 were \$4.8 million on a budget of \$3.6 million. Staff are aware of this overspending and have taken steps to mitigate this. In January 2023, Council was presented with a fleet management strategy which included incremental adjustments to the budget to ensure that the age of city assets is manageable.

Winter control also remains to be a point of focus from a financial perspective. Expenditures for this specific area did not change significantly from the previous report, which is expected over the summer months but the timing of invoicing can become a concern. At this point, the anticipated deficit in Winter Control remains at the previously reported amount, approximately \$1 million. Actual expenditures and weather conditions in October through December may result in a different outcome.

The third quarter represents a positive assessment growth as highlighted in Appendix B. In addition to this, building permits value approximately \$131 million compared to \$244 million in 2022.

Finally, a summary of the 2023 capital program is included for Council's information. This data reflects an actual expenditure and commitment of 72% of the 2023 Capital Budget as reflected in Appendix C.

Staff will return to Council in the first quarter of 2024 with year-end operating and capital results.

Financial Implications

The intent of the quarterly financial reports is to provide actual expenditures, both operating and capital, for the given period of time. Staff, if able to do so, also try to provide Council a projected position at the end of the year.

A significant variance is not anticipated for the 2023 year-end at this time. Staff will continue to provide additional information to Council in future reports

Strategic Plan / Policy Impact / Climate Impact

This financial reporting is not an activity directly related to the strategic plan or climate action plan.

Recommendation

It is therefore recommended that Council take the following action:

That the report of the Manager of Finance dated November 20, 2023, concerning Third Quarter Financial Report to September 30, 2023 be received as information.

Respectfully submitted,

Steve Facey
Manager of Finance
705.759.5356
s.facey@cityssm.on.ca

City of Sault Ste. Marie - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: September	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Taxation	(\$136,815,594.69)	(\$136,832,579.00)	(\$16,984.31)	0.01%	(\$130,688,786.43)	(\$131,033,783.12)	(\$130,256,397.01)	(0.33%)
Payment in lieu of taxes	(\$3,063,272.48)	(\$4,573,680.00)	(\$1,510,407.52)	33.02%	(\$2,867,219.86)	(\$4,578,570.06)	(\$4,501,741.00)	36.31%
Fees and user charges	(\$25,194,105.08)	(\$30,517,261.00)	(\$5,323,155.92)	17.44%	(\$22,509,487.80)	(\$30,478,816.17)	(\$28,924,536.25)	22.18%
Government grants	(\$15,884,762.89)	(\$20,330,845.00)	(\$4,446,082.11)	21.87%	(\$17,042,934.47)	(\$22,202,229.52)	(\$19,443,963.00)	12.35%
Interest and investment income	(\$6,036,813.41)	(\$4,780,000.00)	\$1,256,813.41	(26.29%)	(\$3,067,638.82)	(\$4,463,016.04)	(\$4,320,000.00)	28.99%
Contribution from own funds	(\$33,109.04)	(\$2,125,143.00)	(\$2,092,033.96)	98.44%	(\$208,713.67)	(\$2,318,967.37)	(\$1,697,143.75)	87.70%
Other income	(\$2,550,529.31)	(\$2,962,354.00)	(\$411,824.69)	13.90%	(\$1,985,463.88)	(\$3,626,905.33)	(\$2,875,986.85)	30.96%
Change in future employee benefits								
	(\$189,578,186.90)	(\$202,121,862.00)	(\$12,543,675.10)	6.21%	(\$178,370,244.93)	(\$197,006,724.62)	(\$192,019,767.86)	7.11%
EXPENDITURES								
Salaries	\$37,166,694.77	\$51,624,164.00	\$14,457,469.23	28.01%	\$36,812,064.78	\$50,855,522.57	\$51,325,347.97	28.28%
Benefits	\$10,812,202.57	\$15,435,563.00	\$4,623,360.43	29.95%	\$10,286,604.28	\$12,185,947.36	\$14,385,939.65	28.50%
TOTAL SALARIES/BENEFITS	\$47,978,897.34	\$67,059,727.00	\$19,080,829.66	28.45%	\$47,098,669.06	\$63,041,469.93	\$65,711,287.62	28.32%
Travel and training	\$286,378.79	\$572,357.00	\$285,978.21	49.97%	\$182,993.49	\$294,324.14	\$543,499.12	66.33%
Vehicle allowance, maintenance and repairs	\$4,062,207.54	\$3,765,223.00	(\$296,984.54)	(7.89%)	\$3,524,412.01	\$4,841,626.62	\$3,570,669.20	1.30%
Utilities and fuel	\$7,420,953.54	\$11,715,586.00	\$4,294,632.46	36.66%	\$6,839,376.27	\$10,697,703.60	\$10,891,632.82	37.21%
Materials and supplies	\$5,539,933.73	\$6,452,127.00	\$912,193.27	14.14%	\$4,255,361.66	\$6,344,752.33	\$5,303,684.32	19.77%
Maintenance and repairs	\$2,280,901.64	\$2,737,886.00	\$456,984.36	16.69%	\$1,990,003.39	\$2,754,598.00	\$2,643,590.00	24.72%
Program expenses	\$620,511.26	\$916,195.00	\$295,683.74	32.27%	\$649,906.83	\$936,393.32	\$933,328.21	30.37%
Goods for resale	\$514,130.67	\$641,171.00	\$127,040.33	19.81%	\$377,086.59	\$529,753.54	\$556,996.00	32.30%
Rents and leases	\$151,892.27	\$172,557.00	\$20,664.73	11.98%	\$250,574.96	\$352,026.17	\$307,557.00	18.53%
Taxes and licenses	\$2,252,639.84	\$2,552,803.00	\$300,163.16	11.76%	\$2,270,114.03	\$2,117,628.29	\$2,311,660.00	1.80%
Financial expenses	\$1,425,587.29	\$2,597,621.00	\$1,172,033.71	45.12%	\$1,491,613.70	\$1,595,373.00	\$2,699,071.37	44.74%
Purchased and contracted services	\$8,379,348.66	\$11,060,089.00	\$2,680,740.34	24.24%	\$7,566,872.75	\$10,762,833.41	\$10,325,103.46	26.71%
Grants to others	\$44,800,339.55	\$61,384,243.00	\$16,583,903.45	27.02%	\$42,227,610.92	\$60,106,298.58	\$58,973,187.94	28.40%
Long term debt		\$1,866,135.00	\$1,866,135.00	100.00%	\$724,673.61	\$955,237.25	\$1,502,314.00	51.76%
Transfer to own funds	\$2,143,566.31	\$28,482,578.00	\$26,339,011.69	92.47%	\$5,134,792.88	\$32,723,346.81	\$25,650,323.56	79.98%
Capital expense	\$260,558.16	\$400,694.00	\$140,135.84	34.97%	\$1,122,495.41	\$369,100.34	\$350,993.24	(219.81%)
Depreciation								
Gain/Loss on disposal of capital assets								
Less: recoverable costs	(\$227,031.41)	(\$255,130.00)	(\$28,098.59)	11.01%	(\$202,848.53)	(\$336,161.53)	(\$255,130.00)	20.49%
TOTAL OTHER EXPENSES	\$79,911,917.84	\$135,062,135.00	\$55,150,217.16	40.83%	\$78,405,039.97	\$153,131,758.08	\$126,308,480.24	37.93%
NET (REVENUE)/EXPENDITURE	(\$61,687,371.72)	\$0.00	\$61,687,371.72	0.00%	(\$52,866,535.90)	\$19,166,503.39	\$0.00	0.00%
Mayor and Council	492,503.89	738,059.00	245,555.11	33.27%				
Chief Administrative Officer	311,826.88	409,995.00	98,168.12	23.94%				
Corporate Services	4,510,774.09	6,990,864.00	2,480,089.91	35.48%				
Legal	4,280,877.91	5,365,287.00	1,084,409.09	20.21%				
Fire Services	10,819,938.17	15,420,623.00	4,600,684.83	29.83%				
Public Works and Engineering	30,499,669.94	45,735,130.00	15,235,460.06	33.31%				
Community Development and Enterprise Services	12,253,992.76	19,534,365.00	7,280,372.24	37.27%				
Levy Board	17,359,441.58	23,509,890.00	6,150,448.42	26.16%				
Outside Agencies	3,442,723.78	4,974,017.00	1,531,293.22	30.79%				
Corporate	(169,698,319.54)	(165,003,405.00)	4,694,914.54	-2.85%				
Capital and Debt	-	9,058,339.00	9,058,339.00	100.00%				

Mayor & Council - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022 Actual To: September	2022 Actual Year End	Budget	Percentage Budget-Rem
	Actual	2023		25.00%			2022	YTD 2022
REVENUE								
Other income			\$0.00	0.00%			(\$450.00)	0.00%
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$450.00)	\$0.00	0.00%
EXPENDITURES								
Salaries	\$339,708.75	\$497,764.00	\$158,055.25	31.75%	\$338,223.53	\$453,891.69	\$490,477.46	31.04%
Benefits	\$52,138.61	\$82,524.00	\$30,385.39	36.82%	\$56,682.45	\$75,285.48	\$71,211.42	20.40%
TOTAL SALARIES/BENEFITS	\$391,847.36	\$580,288.00	\$188,440.64	32.47%	\$394,905.98	\$529,177.17	\$561,688.88	29.69%
Travel and training	\$14,953.57	\$20,000.00	\$5,046.43	25.23%	\$14,492.40	\$14,492.40	\$15,500.00	6.50%
Vehicle allowance, maintenance and repairs	\$25,691.03	\$35,675.00	\$9,983.97	27.99%	\$24,230.88	\$30,995.80	\$35,675.00	32.08%
Materials and supplies	\$58,285.67	\$64,996.00	\$6,710.33	10.32%	\$55,381.47	\$64,456.72	\$62,910.00	11.97%
Purchased and contracted services	\$1,726.26	\$2,100.00	\$373.74	17.80%	(\$14.75)	(\$14.75)	\$2,100.00	100.70%
Grants to others	\$35,000.00	\$35,000.00	\$35,000.00	100.00%			\$5,130.00	100.00%
TOTAL OTHER EXPENSES	\$100,656.53	\$157,771.00	\$57,114.47	36.20%	\$94,090.00	\$115,060.17	\$151,185.00	37.76%
	\$492,503.89	\$738,059.00	\$245,555.11	33.27%	\$488,995.98	\$644,237.34	\$712,873.88	31.40%
NET (REVENUE)/EXPENDITURE	\$492,503.89	\$738,059.00	\$245,555.11	33.27%	\$488,995.98	\$643,787.34	\$712,873.88	31.40%

CAO's Office - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022 Actual To: September	2022 Actual Year End	Budget	Percentage Budget-Rem
	Actual	2023		25.00%			2022	YTD 2022
REVENUE								
EXPENDITURES								
Salaries	\$227,941.91	\$309,986.00	\$82,044.09	26.47%	\$218,162.88	\$322,050.80	\$317,771.03	31.35%
Benefits	\$57,061.09	\$77,478.00	\$20,416.91	26.35%	\$54,134.91	\$77,835.46	\$72,564.31	25.40%
TOTAL SALARIES/BENEFITS	\$285,003.00	\$387,464.00	\$102,461.00	26.44%	\$272,297.79	\$399,886.26	\$390,335.34	30.24%
Travel and training	\$6,273.82	\$4,260.00	(\$2,013.82)	(47.27%)	\$4,023.73	\$4,760.65	\$4,260.00	5.55%
Vehicle allowance, maintenance and repairs	\$3,689.44	\$4,500.00	\$810.56	18.01%	\$3,451.28	\$4,688.79	\$4,500.00	23.30%
Materials and supplies	\$16,860.62	\$13,591.00	(\$3,269.62)	(24.06%)	\$6,767.51	\$9,579.38	\$14,120.00	52.07%
Purchased and contracted services		\$30.00	\$30.00	100.00%	\$37,641.03	\$41,772.49	\$30.00	(125,370.10%)
Capital expense		\$150.00	\$150.00	100.00%			\$150.00	100.00%
TOTAL OTHER EXPENSES	\$26,823.88	\$22,531.00	(\$4,292.88)	(19.05%)	\$51,883.55	\$60,801.31	\$23,060.00	(124.99%)
	\$311,826.88	\$409,995.00	\$98,168.12	23.94%	\$324,181.34	\$460,687.57	\$413,395.34	21.58%
NET (REVENUE)/EXPENDITURE	\$311,826.88	\$409,995.00	\$98,168.12	23.94%	\$324,181.34	\$460,687.57	\$413,395.34	21.58%

Corporate Services - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		25.00%	Actual To: September	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Fees and user charges	(\$111,947.56)	(\$121,840.00)	(\$9,892.44)	8.12%	(\$111,183.50)	(\$133,483.17)	(\$119,786.00)	7.18%
Government grants			\$0.00	0.00%		(\$10,053.75)		0.00%
Contribution from own funds	(\$33,109.04)	(\$50,000.00)	(\$16,890.96)	33.78%		(\$211,903.67)	(\$282,000.00)	100.00%
Other income	(\$151,955.34)	(\$119,317.00)	\$32,638.34	(27.35%)	(\$114,847.63)	(\$210,828.60)	(\$178,782.00)	35.76%
	(\$297,011.94)	(\$291,157.00)	\$5,854.94	(2.01%)	(\$226,031.13)	(\$566,269.19)	(\$580,568.00)	61.07%
EXPENDITURES								
Salaries	\$2,599,635.21	\$3,847,123.00	\$1,247,487.79	32.43%	\$2,544,298.45	\$3,699,320.16	\$4,047,102.96	37.13%
Benefits	\$696,274.42	\$1,043,257.00	\$346,982.58	33.26%	\$674,442.24	\$919,317.00	\$972,566.96	30.65%
TOTAL SALARIES/BENEFITS	\$3,295,909.63	\$4,890,380.00	\$1,594,470.37	32.60%	\$3,218,740.69	\$4,618,637.16	\$5,019,669.92	35.88%
Travel and training	\$14,924.16	\$19,564.00	\$4,639.84	23.72%	\$13,673.17	\$20,787.10	\$19,564.00	30.11%
Vehicle allowance, maintenance and repairs	\$58.04	\$620.00	\$561.96	90.64%	\$78.71	\$302.85	\$620.00	87.30%
Materials and supplies	\$243,780.96	\$295,519.00	\$51,738.04	17.51%	(\$60,676.83)	\$42,469.96	\$71,248.00	185.16%
Maintenance and repairs	\$861,522.36	\$1,004,660.00	\$143,137.64	14.25%	\$756,904.41	\$852,138.60	\$939,092.00	19.40%
Goods for resale	\$9,600.00	\$19,200.00	\$9,600.00	50.00%	\$9,600.00	\$19,200.00	\$19,200.00	50.00%
Rents and leases	\$24,931.25	\$3,000.00	(\$21,931.25)	(731.04%)	\$122,821.05	\$180,001.81	\$138,000.00	11.00%
Financial expenses	\$23,870.44	\$60,500.00	\$36,629.56	60.54%	\$18,221.92	\$58,905.04	\$60,750.00	70.01%
Purchased and contracted services	\$239,518.00	\$795,728.00	\$556,210.00	69.90%	\$412,697.86	\$750,627.20	\$730,621.74	43.51%
Grants to others		\$2,000.00	\$2,000.00	100.00%		\$883.54	\$2,000.00	100.00%
Transfer to own funds		\$85,000.00	\$85,000.00	100.00%		\$273,428.82		0.00%
Capital expense	\$93,671.19	\$105,850.00	\$12,178.81	11.51%	\$74,447.23	\$89,157.65	\$105,350.00	29.33%
Depreciation			\$0.00	0.00%		\$249,371.86		0.00%
TOTAL OTHER EXPENSES	\$1,511,876.40	\$2,391,641.00	\$879,764.60	36.78%	\$1,347,767.52	\$2,537,274.43	\$2,086,445.74	35.40%
	\$4,807,786.03	\$7,282,021.00	\$2,474,234.97	33.98%	\$4,566,508.21	\$7,155,911.59	\$7,106,115.66	35.74%
NET (REVENUE)/EXPENDITURE	\$4,510,774.09	\$6,990,864.00	\$2,480,089.91	35.48%	\$4,340,477.08	\$6,589,642.40	\$6,625,547.66	33.48%
IT	2,146,857.07	3,170,068.00	1,023,210.93	32.28%				
Finance	1,690,065.25	2,654,684.00	964,618.75	36.34%				
Clerk's	673,851.77	1,166,112.00	492,260.23	42.21%				

Legal Department - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022 Actual To: September	2022 Actual Year End	Budget	Percentage Budget-Rem
	Actual	2023		25.00%			2022	YTD 2022
REVENUE								
Fees and user charges	(\$1,019,472.12)	(\$1,535,037.00)	(\$515,564.88)	33.59%	(\$1,028,507.22)	(\$1,031,234.15)	(\$1,527,069.00)	32.65%
Government grants		(\$1,540.00)	(\$1,540.00)	100.00%	(\$2,375.32)	(\$6,477.07)	(\$1,540.00)	(54.24%)
Interest and investment income	(\$9,457.15)		\$9,457.15	0.00%	(\$2,268.42)	(\$7,941.95)		0.00%
Contribution from own funds			\$0.00	0.00%		(\$15,664.43)		0.00%
	<u>(\$1,028,929.27)</u>	<u>(\$1,536,577.00)</u>	<u>(\$507,647.73)</u>	<u>33.04%</u>	<u>(\$1,033,150.96)</u>	<u>(\$1,061,317.60)</u>	<u>(\$1,528,609.00)</u>	<u>32.41%</u>
EXPENDITURES								
Salaries	\$1,587,157.28	\$2,091,978.00	\$504,820.72	24.13%	\$1,380,186.54	\$1,937,410.77	\$2,101,697.16	34.33%
Benefits	\$1,349,376.84	\$1,621,950.00	\$272,573.16	16.81%	\$876,896.05	\$1,155,766.66	\$1,231,481.15	28.79%
TOTAL SALARIES/BENEFITS	\$2,936,534.12	\$3,713,928.00	\$777,393.88	20.93%	\$2,257,082.59	\$3,093,177.43	\$3,333,178.31	32.28%
Travel and training	\$22,552.46	\$106,306.00	\$83,753.54	78.79%	\$22,780.94	\$38,913.62	\$137,305.00	83.41%
Vehicle allowance, maintenance and repairs	\$249.57	\$300.00	\$50.43	16.81%			\$550.00	100.00%
Materials and supplies	\$72,835.40	\$116,934.00	\$44,098.60	37.71%	\$71,370.47	\$97,828.90	\$119,680.00	40.37%
Maintenance and repairs	\$5,471.73	\$5,389.00	(\$82.73)	(1.54%)	\$2,435.90	\$3,249.95	\$5,270.00	53.78%
Rents and leases	\$54,722.64	\$79,302.00	\$24,579.36	30.99%	\$55,145.93	\$73,213.13	\$79,302.00	30.46%
Taxes and licenses	\$1,989,298.40	\$2,289,098.00	\$299,799.60	13.10%	\$2,018,504.05	\$1,813,020.82	\$2,052,955.00	1.68%
Purchased and contracted services	\$221,495.16	\$562,207.00	\$340,711.84	60.60%	\$387,989.70	\$562,940.28	\$562,207.00	30.99%
Capital expense	\$6,647.70	\$28,400.00	\$21,752.30	76.59%	\$8,333.76	\$11,449.59	\$26,400.00	68.43%
Depreciation			\$0.00	0.00%		\$586.68		0.00%
TOTAL OTHER EXPENSES	\$2,373,273.06	\$3,187,936.00	\$814,662.94	25.55%	\$2,566,560.75	\$2,601,202.97	\$2,983,669.00	13.98%
	\$5,309,807.18	\$6,901,864.00	\$1,592,056.82	23.07%	\$4,823,643.34	\$5,694,380.40	\$6,316,847.31	23.64%
NET (REVENUE)/EXPENDITURE	\$4,280,877.91	\$5,365,287.00	\$1,084,409.09	20.21%	\$3,790,492.38	\$4,633,062.80	\$4,788,238.31	20.84%

Fire Services - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022 Actual To: September	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
	Actual	2023		25.00%				
REVENUE								
Fees and user charges	(\$822,863.37)	(\$802,615.00)	\$20,248.37	(2.52%)	(\$216,222.86)	(\$566,650.68)	(\$493,803.00)	56.21%
Other income	(\$1,665.06)	(\$3,375.00)	(\$1,709.94)	50.66%	(\$2,797.33)	(\$8,958.47)	(\$3,000.00)	6.76%
	(\$824,528.43)	(\$805,990.00)	\$18,538.43	(2.30%)	(\$219,020.19)	(\$575,609.15)	(\$496,803.00)	55.91%
EXPENDITURES								
Salaries	\$8,261,899.77	\$11,304,060.00	\$3,042,160.23	26.91%	\$9,072,860.17	\$11,859,346.89	\$10,833,853.93	16.25%
Benefits	\$2,273,618.50	\$3,344,939.00	\$1,071,320.50	32.03%	\$2,528,374.49	\$3,271,341.11	\$3,423,383.12	26.14%
TOTAL SALARIES/BENEFITS	\$10,535,518.27	\$14,648,999.00	\$4,113,480.73	28.08%	\$11,601,234.66	\$15,130,688.00	\$14,257,237.05	18.63%
Travel and training	\$73,422.66	\$121,220.00	\$47,797.34	39.43%	\$50,928.77	\$73,485.80	\$141,220.00	63.94%
Vehicle allowance, maintenance and repairs	\$282,874.73	\$220,100.00	(\$62,774.73)	(28.52%)	\$232,679.34	\$332,289.55	\$162,440.00	(43.24%)
Utilities and fuel	\$229,394.79	\$337,000.00	\$107,605.21	31.93%	\$156,570.58	\$228,304.82	\$249,100.00	37.15%
Materials and supplies	\$282,344.60	\$285,920.00	\$3,575.40	1.25%	\$84,230.81	\$90,145.59	\$129,200.00	34.81%
Maintenance and repairs	\$185,369.73	\$150,319.00	(\$35,050.73)	(23.32%)	\$122,522.17	\$189,328.77	\$143,789.00	14.79%
Financial expenses	\$3,751.34	\$2,500.00	(\$1,251.34)	(50.05%)	\$3,324.08	\$4,213.79	\$2,500.00	(32.96%)
Purchased and contracted services	\$14,792.03	\$19,300.00	\$4,507.97	23.36%	\$12,289.45	\$20,971.54	\$18,200.00	32.48%
Transfer to own funds		\$380,689.00	\$380,689.00	100.00%		\$340,725.47	\$312,150.60	100.00%
Capital expense	\$36,998.45	\$60,566.00	\$23,567.55	38.91%	\$33,363.62	\$56,917.11	\$60,566.00	44.91%
Depreciation			\$0.00	0.00%		\$435,270.40		0.00%
Gain/Loss on disposal of capital assets			\$0.00	0.00%		\$364,117.95		0.00%
TOTAL OTHER EXPENSES	\$1,108,948.33	\$1,577,614.00	\$468,665.67	29.71%	\$695,908.82	\$2,135,770.79	\$1,219,165.60	42.92%
	\$11,644,466.60	\$16,226,613.00	\$4,582,146.40	28.24%	\$12,297,143.48	\$17,266,458.79	\$15,476,402.65	20.54%
NET (REVENUE)/EXPENDITURE	\$10,819,938.17	\$15,420,623.00	\$4,600,684.83	29.83%	\$12,078,123.29	\$16,690,849.64	\$14,979,599.65	19.37%

Public Works & Engineering - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Percentage	
	Actual	2023		Budget-Rem	Actual To: September	Actual Year End	Budget 2022	Budget-Rem YTD 2022
REVENUE								
Fees and user charges	(\$3,043,706.95)	(\$3,683,547.00)	(\$639,840.05)	17.37%	(\$3,873,243.75)	(\$5,234,632.68)	(\$3,647,515.18)	(6.19%)
Government grants	(\$1,340,641.25)	(\$743,424.00)	\$597,217.25	(80.33%)	(\$1,180,315.98)	(\$1,026,689.83)	(\$737,429.00)	(60.06%)
Contribution from own funds		(\$165,878.00)	(\$165,878.00)	100.00%		(\$2,960.13)	(\$5,000.00)	100.00%
Other income	(\$375,539.12)	(\$90,000.00)	\$285,539.12	(317.27%)	(\$164,841.72)	(\$220,549.47)	(\$75,000.00)	(119.79%)
	<u>(\$4,759,887.32)</u>	<u>(\$4,682,849.00)</u>	<u>\$77,038.32</u>	<u>(1.65%)</u>	<u>(\$5,218,401.45)</u>	<u>(\$6,484,832.11)</u>	<u>(\$4,464,944.18)</u>	<u>(16.87%)</u>
EXPENDITURES								
Salaries	\$13,721,426.94	\$18,970,390.00	\$5,248,963.06	27.67%	\$13,698,112.90	\$18,775,774.88	\$19,065,053.55	28.15%
Benefits	\$3,768,758.76	\$5,385,469.00	\$1,616,710.24	30.02%	\$3,638,658.54	\$4,833,783.18	\$5,072,628.21	28.27%
TOTAL SALARIES/BENEFITS	\$17,490,185.70	\$24,355,859.00	\$6,865,673.30	28.19%	\$17,336,771.44	\$23,609,558.06	\$24,137,681.76	28.18%
Travel and training	\$91,424.58	\$114,440.00	\$23,015.42	20.11%	\$49,202.15	\$90,091.67	\$114,143.12	56.89%
Vehicle allowance, maintenance and repairs	\$2,931,790.33	\$2,413,810.00	(\$517,980.33)	(21.46%)	\$2,385,928.17	\$3,291,916.39	\$2,322,139.20	(2.75%)
Utilities and fuel	\$4,472,884.61	\$7,508,296.00	\$3,035,411.39	40.43%	\$4,292,036.87	\$6,982,093.19	\$7,449,096.94	42.38%
Materials and supplies	\$3,443,462.97	\$3,994,167.00	\$550,704.03	13.79%	\$3,012,593.53	\$4,149,007.57	\$3,453,647.32	12.77%
Maintenance and repairs	\$164,433.36	\$233,400.00	\$68,966.64	29.55%	\$178,229.07	\$211,717.11	\$230,400.00	22.64%
Taxes and licenses	\$87,565.77	\$90,455.00	\$2,889.23	3.19%	\$78,432.74	\$87,606.68	\$85,455.00	8.22%
Financial expenses	\$8,899.29	\$6,428.00	(\$2,471.29)	(38.45%)	\$8,449.87	\$13,067.73	\$5,528.36	(52.85%)
Purchased and contracted services	\$5,448,537.64	\$7,476,266.00	\$2,027,728.36	27.12%	\$5,275,447.88	\$7,555,848.48	\$7,350,252.50	28.23%
Transfer to own funds	\$1,306,966.09	\$4,342,829.00	\$3,035,862.91	69.91%	\$1,061,134.00	\$5,795,009.92	\$4,511,042.36	76.48%
Capital expense	\$40,438.33	\$137,159.00	\$96,720.67	70.52%	\$80,733.94	\$86,049.06	\$97,758.36	17.41%
Depreciation			\$0.00	0.00%		\$13,886,876.05		0.00%
Gain/Loss on disposal of capital assets			\$0.00	0.00%		(\$60,111.69)		0.00%
Less: recoverable costs	(\$227,031.41)	(\$255,130.00)	(\$28,098.59)	11.01%	(\$202,848.53)	(\$336,161.53)	(\$255,130.00)	20.49%
TOTAL OTHER EXPENSES	\$17,769,371.56	\$26,062,120.00	\$8,292,748.44	31.82%	\$16,219,339.69	\$41,753,010.63	\$25,364,333.16	36.05%
	<u>\$35,259,557.26</u>	<u>\$50,417,979.00</u>	<u>\$15,158,421.74</u>	<u>30.07%</u>	<u>\$33,556,111.13</u>	<u>\$65,362,568.69</u>	<u>\$49,502,014.92</u>	<u>32.21%</u>
NET (REVENUE)/EXPENDITURE	\$30,499,669.94	\$45,735,130.00	\$15,235,460.06	33.31%	\$28,337,709.68	\$58,877,736.58	\$45,037,070.74	37.08%
Public Works	\$23,470,998.81	\$32,619,619.00	\$9,148,620.19	28.05%				
Engineering	\$7,028,671.13	\$13,115,511.00	\$6,086,839.87	46.41%				
	<u>\$30,499,669.94</u>	<u>\$45,735,130.00</u>	<u>\$15,235,460.06</u>	<u>33.31%</u>				
	0.00	0.00	0.00	0.00%				

Public Works - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: September	Actual Year End	2022	Budget-Rem
REVENUE								
Fees and user charges	(\$1,866,670.60)	(\$2,337,007.00)	(\$470,336.40)	20.13%	#####	#####	#####	11.85%
Government grants	(\$370,987.90)	(\$568,703.00)	(\$197,715.10)	34.77%	(\$222,599.09)	(\$936,257.69)	(\$705,269.00)	68.44%
Contribution from own funds		(\$5,000.00)	(\$5,000.00)	100.00%		(\$2,960.13)	(\$5,000.00)	100.00%
Other income	(\$375,539.12)	(\$90,000.00)	\$285,539.12	(317.27%)	(\$164,841.72)	(\$220,549.47)	(\$75,000.00)	(119.79%)
	<u>(\$2,613,197.62)</u>	<u>(\$3,000,710.00)</u>	<u>(\$387,512.38)</u>	<u>12.91%</u>	<u>#####</u>	<u>#####</u>	<u>#####</u>	<u>21.47%</u>
EXPENDITURES								
Salaries	\$11,427,919.91	\$15,616,472.00	\$4,188,552.09	26.82%	\$11,516,101.82	\$15,732,842.10	\$15,863,502.25	27.41%
Benefits	\$3,163,835.42	\$4,505,969.00	\$1,342,133.58	29.79%	\$3,074,728.19	\$4,078,101.00	\$4,317,248.13	28.78%
TOTAL SALARIES/BENEFITS	\$14,591,755.33	\$20,122,441.00	\$5,530,685.67	27.49%	\$14,590,830.01	\$19,810,943.10	\$20,180,750.38	27.70%
Travel and training	\$68,847.78	\$88,990.00	\$20,142.22	22.63%	\$43,969.32	\$71,162.36	\$88,990.00	50.59%
Vehicle allowance, maintenance and repairs	\$2,896,529.81	\$2,383,958.00	(\$512,571.81)	(21.50%)	\$2,367,120.31	\$3,263,138.89	\$2,291,040.00	(3.32%)
Utilities and fuel	\$1,582,515.94	\$2,249,104.00	\$666,588.06	29.64%	\$1,624,265.30	\$2,368,215.05	\$1,851,409.54	12.27%
Materials and supplies	\$3,281,815.55	\$3,785,212.00	\$503,396.45	13.30%	\$2,793,651.26	\$3,838,134.98	\$3,226,353.00	13.41%
Taxes and licenses	\$87,565.77	\$90,455.00	\$2,889.23	3.19%	\$78,432.74	\$87,606.68	\$85,455.00	8.22%
Financial expenses	\$7,992.22	\$5,000.00	(\$2,992.22)	(59.84%)	\$8,398.33	\$12,643.03	\$5,000.00	(67.97%)
Purchased and contracted services	\$2,482,458.37	\$3,369,405.00	\$886,946.63	26.32%	\$2,421,429.12	\$3,713,202.77	\$3,451,589.00	29.85%
Transfer to own funds	\$1,306,966.09	\$3,704,294.00	\$2,397,327.91	64.72%	\$1,061,134.00	\$3,608,432.94	\$3,086,587.36	65.62%
Capital expense	\$4,780.98	\$76,600.00	\$71,819.02	93.76%	\$63,651.40	\$64,871.20	\$46,600.00	(36.59%)
Depreciation			\$0.00	0.00%			\$2,453,865.77	0.00%
Gain/Loss on disposal of capital assets			\$0.00	0.00%				0.00%
Less: recoverable costs	(\$227,031.41)	(\$255,130.00)	(\$28,098.59)	11.01%	(\$202,848.53)	(\$336,161.53)	(\$255,130.00)	20.49%
TOTAL OTHER EXPENSES	\$11,492,441.10	\$15,497,888.00	\$4,005,446.90	25.85%	\$10,259,203.25	\$19,084,463.88	\$13,877,893.90	26.08%
	<u>\$26,084,196.43</u>	<u>\$35,620,329.00</u>	<u>\$9,536,132.57</u>	<u>26.77%</u>	<u>\$24,850,033.26</u>	<u>\$38,895,406.98</u>	<u>\$34,058,644.28</u>	<u>27.04%</u>
NET (REVENUE)/EXPENDITURE	\$23,470,998.81	\$32,619,619.00	\$9,148,620.19	28.05%	\$22,361,798.71	\$34,592,825.82	\$30,890,159.28	27.61%

Operations				
Winter Control: Roadways and Sidewalks	6,430,115.95	7,504,373.00	1,074,257.05	14.32%
Sanitary Sewers	1,610,406.62	2,321,880.00	711,473.38	30.64%
Storm Sewers	460,027.27	691,920.00	231,892.73	33.51%
Roadways and Sidewalks:	2,340,210.55	3,990,525.00	1,650,314.45	41.36%
Supervision and Overhead	2,382,229.00	3,281,305.00	899,076.00	27.40%
Traffic & Communications	1,314,583.71	1,932,451.00	617,867.29	31.97%
Carpentry	845,445.05	788,286.00	(57,159.05)	(7.25%)
Administration	1,256,946.81	1,679,322.00	422,375.19	25.15%
Buildings & Equipment	1,849,201.27	2,242,048.00	392,846.73	17.52%
Waste Management	1,957,436.66	4,278,886.00	2,321,449.34	54.25%
Parks	3,024,395.92	3,908,623.00	884,227.08	22.62%
	<u>23,470,998.81</u>	<u>32,619,619.00</u>	<u>9,148,620.19</u>	<u>28.05%</u>

Engineering - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022 Actual To: September	2022 Actual Year End	Budget	Percentage Budget-Rem	
	Actual	2023		25.00%			2022	YTD 2022	
REVENUE									
Fees and user charges	(\$1,177,036.35)	(\$1,346,540.00)	(\$169,503.65)	12.59%	(\$1,772,450.01)	(\$2,091,818.81)	(\$1,264,299.18)	(40.19%)	
Government grants	(\$969,653.35)	(\$174,721.00)	\$794,932.35	(454.97%)	(\$957,716.89)	(\$90,432.14)	(\$32,160.00)	(2,877.98%)	
Contribution from own funds		(\$160,878.00)	(\$160,878.00)	100.00%				0.00%	
	(\$2,146,689.70)	(\$1,682,139.00)	\$464,550.70	(27.62%)	(\$2,730,166.90)	(\$2,182,250.95)	(\$1,296,459.18)	(110.59%)	
EXPENDITURES									
Salaries	\$2,293,507.03	\$3,353,918.00	\$1,060,410.97	31.62%	\$2,182,011.08	\$3,042,932.78	\$3,201,551.30	31.85%	
Benefits	\$604,923.34	\$879,500.00	\$274,576.66	31.22%	\$563,930.35	\$755,682.18	\$755,380.08	25.34%	
TOTAL SALARIES/BENEFITS	\$2,898,430.37	\$4,233,418.00	\$1,334,987.63	31.53%	\$2,745,941.43	\$3,798,614.96	\$3,956,931.38	30.60%	
Travel and training	\$22,576.80	\$25,450.00	\$2,873.20	11.29%	\$5,232.83	\$18,929.31	\$25,153.12	79.20%	
Vehicle allowance, maintenance and repairs	\$35,260.52	\$29,852.00	(\$5,408.52)	(18.12%)	\$18,807.86	\$28,777.50	\$31,099.20	39.52%	
Utilities and fuel	\$2,890,368.67	\$5,259,192.00	\$2,368,823.33	45.04%	\$2,667,771.57	\$4,613,878.14	\$5,597,687.40	52.34%	
Materials and supplies	\$161,647.42	\$208,955.00	\$47,307.58	22.64%	\$218,942.27	\$310,872.59	\$227,294.32	3.67%	
Maintenance and repairs	\$164,433.36	\$233,400.00	\$68,966.64	29.55%	\$178,229.07	\$211,717.11	\$230,400.00	22.64%	
Financial expenses	\$907.07	\$1,428.00	\$520.93	36.48%	\$51.54	\$424.70	\$528.36	90.25%	
Purchased and contracted services	\$2,966,079.27	\$4,106,861.00	\$1,140,781.73	27.78%	\$2,854,018.76	\$3,842,645.71	\$3,898,663.50	26.79%	
Transfer to own funds		\$638,535.00	\$638,535.00	100.00%		\$2,186,576.98	\$1,424,455.00	100.00%	
Capital expense	\$35,657.35	\$60,559.00	\$24,901.65	41.12%	\$17,082.54	\$21,177.86	\$51,158.36	66.61%	
Depreciation			\$0.00	0.00%		\$11,433,010.28		0.00%	
Gain/Loss on disposal of capital assets			\$0.00	0.00%		\$536.57		0.00%	
TOTAL OTHER EXPENSES	\$6,276,930.46	\$10,564,232.00	\$4,287,301.54	40.58%	\$5,960,136.44	\$22,668,546.75	\$11,486,439.26	48.11%	
	\$9,175,360.83	\$14,797,650.00	\$5,622,289.17	37.99%		\$8,706,077.87	\$26,467,161.71	\$15,443,370.64	43.63%
NET (REVENUE)/EXPENDITURE	\$7,028,671.13	\$13,115,511.00	\$6,086,839.87	46.41%	\$5,975,910.97	\$24,284,910.76	\$14,146,911.46	57.76%	

Community Development & Enterprise Services - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: September	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Fees and user charges	(\$7,362,159.57)	(\$8,681,283.00)	(\$1,319,123.43)	15.20%	(\$5,332,652.72)	(\$7,568,136.18)	(\$8,184,516.07)	34.84%
Government grants	(\$1,066,341.95)	(\$2,123,705.00)	(\$1,057,363.05)	49.79%	(\$2,619,362.48)	(\$3,641,603.18)	(\$1,666,196.00)	(57.21%)
Contribution from own funds		(\$609,265.00)	(\$609,265.00)	100.00%	(\$103,930.71)	(\$605,701.71)	(\$465,454.00)	77.67%
Other income	(\$293,459.80)	(\$249,662.00)	\$43,797.80	(17.54%)	(\$74,576.14)	(\$173,461.52)	(\$119,204.85)	37.44%
	(\$8,721,961.32)	(\$11,663,915.00)	(\$2,941,953.68)	25.22%	(\$8,130,522.05)	(\$11,988,902.59)	(\$10,435,370.92)	22.09%
EXPENDITURES								
Salaries	\$10,428,815.43	\$14,602,863.00	\$4,174,047.57	28.58%	\$9,753,595.61	\$13,621,063.20	\$14,469,391.88	32.59%
Benefits	\$2,623,338.98	\$3,879,946.00	\$1,256,607.02	32.39%	\$2,449,415.60	\$3,306,976.59	\$3,522,104.48	30.46%
TOTAL SALARIES/BENEFITS	\$13,052,154.41	\$18,482,809.00	\$5,430,654.59	29.38%	\$12,203,011.21	\$16,928,039.79	\$17,991,496.36	32.17%
Travel and training	\$62,827.54	\$186,567.00	\$123,739.46	66.32%	\$27,892.33	\$51,792.90	\$111,507.00	74.99%
Vehicle allowance, maintenance and repairs	\$817,854.40	\$1,090,218.00	\$272,363.60	24.98%	\$878,043.63	\$1,181,433.24	\$1,044,745.00	15.96%
Utilities and fuel	\$2,718,674.14	\$3,870,290.00	\$1,151,615.86	29.76%	\$2,390,768.82	\$3,487,305.59	\$3,193,435.88	25.13%
Materials and supplies	\$928,656.00	\$1,166,635.00	\$237,979.00	20.40%	\$690,121.59	\$1,123,358.33	\$932,001.00	25.95%
Maintenance and repairs	\$1,064,104.46	\$1,344,118.00	\$280,013.54	20.83%	\$929,911.84	\$1,498,163.57	\$1,325,039.00	29.82%
Program expenses	\$60,519.80	\$169,540.00	\$109,020.20	64.30%	\$35,716.38	\$172,630.08	\$169,540.03	78.93%
Goods for resale	\$504,530.67	\$621,971.00	\$117,440.33	18.88%	\$367,486.59	\$510,553.54	\$537,796.00	31.67%
Rents and leases	\$72,238.38	\$90,255.00	\$18,016.62	19.96%	\$72,607.98	\$98,811.23	\$90,255.00	19.55%
Taxes and licenses	\$175,775.67	\$173,250.00	(\$2,525.67)	(1.46%)	\$173,177.24	\$217,000.79	\$173,250.00	0.04%
Financial expenses	\$114,547.43	\$97,187.00	(\$17,360.43)	(17.86%)	\$116,560.59	\$172,785.44	\$99,287.01	(17.40%)
Purchased and contracted services	\$1,290,943.11	\$2,193,458.00	\$902,514.89	41.15%	\$1,438,324.55	\$1,825,313.25	\$1,650,692.22	12.87%
Grants to others	\$30,325.58	\$66,500.00	\$36,174.42	54.40%	\$105,058.86	\$228,288.79	\$66,500.00	(57.98%)
Transfer to own funds		\$1,576,913.00	\$1,576,913.00	100.00%	\$40,000.00	\$1,204,944.11	\$1,413,196.00	97.17%
Capital expense	\$82,802.49	\$68,569.00	(\$14,233.49)	(20.76%)	\$75,233.36	\$125,526.93	\$60,768.88	(23.80%)
Depreciation			\$0.00	0.00%		\$3,197,792.78		0.00%
Gain/Loss on disposal of capital assets			\$0.00	0.00%		\$13,020.18		0.00%
TOTAL OTHER EXPENSES	\$7,923,799.67	\$12,715,471.00	\$4,791,671.33	37.68%	\$7,340,903.76	\$15,108,720.75	\$10,868,013.02	32.45%
	\$20,975,954.08	\$31,198,280.00	\$10,222,325.92	32.77%	\$19,543,914.97	\$32,036,760.54	\$28,859,509.38	32.28%
NET (REVENUE)/EXPENDITURE	\$12,253,992.76	\$19,534,365.00	\$7,280,372.24	37.27%	\$11,413,392.92	\$20,047,857.95	\$18,424,138.46	38.05%
Humane Society	502,218.00	656,554.00	154,336.00	23.51%				
LIP	(373,713.92)	-	373,713.92	0.00%				
Economic Development	314,882.78	731,678.00	416,795.22	56.96%				
Tourism and Community Developmer	907,475.40	946,146.00	38,670.60	4.09%				
Planning	610,609.77	995,184.00	384,574.23	38.64%				
Parking	51,372.36	211,770.00	160,397.64	75.74%				
Cemetery	(436,470.21)	416,913.00	853,383.21	204.69%				
Transit	6,430,783.42	8,418,868.00	1,988,084.58	23.61%				
School Guards	214,884.78	302,735.00	87,850.22	29.02%				
Recreation & Culture	284,294.62	523,393.00	239,098.38	45.68%				
Locks	64,307.06	37,554.00	(26,753.06)	(71.24%)				
Community Centres								
John Rhodes Community Centre	993,562.71	1,652,061.00	658,498.29	39.86%				
McMeeken Centre/Twin Pad	(147,515.66)	258,548.00	406,063.66	157.06%				
Northern Community Centre	239,903.55	23,815.00	(216,088.55)	(907.36%)				
GFL Memorial Gardens	414,781.69	921,366.00	506,584.31	54.98%				
Outdoor Pools/Misc. Concessions	180,522.93	193,359.00	12,836.07	(2.21%)				
Facility Administration	599,774.51	815,251.00	215,476.49	26.43%				
Downtown Plaza	24,739.62	138,333.00	113,593.38	82.12%				
Downtown Ambassador Program	120,530.78	31,971.00	(88,559.78)	(277.00%)				
Mill Market	1,724.64	20,000.00	18,275.36	91.38%				
Administration	549,486.46	862,971.00	313,484.54	36.33%				

Levy Boards - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022	2022	Budget	Percentage Budget-Rem
	Actual	2023		25.00%	Actual To: September	Actual Year End	2022	YTD 2022
REVENUE								
EXPENDITURES								
Grants to others	\$17,359,441.58	\$23,509,890.00	\$6,150,448.42	26.16%	\$16,880,142.75	\$22,506,857.00	\$22,506,857.36	25.00%
TOTAL OTHER EXPENSES	\$17,359,441.58	\$23,509,890.00	\$6,150,448.42	26.16%	\$16,880,142.75	\$22,506,857.00	\$22,506,857.36	25.00%
NET (REVENUE)/EXPENDITURE	\$17,359,441.58	\$23,509,890.00	\$6,150,448.42	26.16%	\$16,880,142.75	\$22,506,857.00	\$22,506,857.36	25.00%

Outside Agencies (Main) - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022	2022	Budget	Percentage Budget-Rem
	Actual	2023		25.00%	Actual To: September	Actual Year End	2022	YTD 2022
REVENUE								
Fees and user charges	(\$198,086.70)	(\$130,000.00)	\$68,086.70	(52.37%)	(\$188,046.80)	(\$119,960.10)	(\$130,000.00)	(44.65%)
Government grants	(\$60,881.00)	(\$200,000.00)	(\$139,119.00)	69.56%	(\$84,292.00)	(\$195,679.00)	(\$200,000.00)	57.85%
Contribution from own funds			\$0.00	0.00%		(\$387,834.99)		0.00%
	(\$258,967.70)	(\$330,000.00)	(\$71,032.30)	21.52%	(\$272,338.80)	(\$703,474.09)	(\$330,000.00)	17.47%
EXPENDITURES								
Materials and supplies	\$330,387.61	\$220,000.00	(\$110,387.61)	(50.18%)	\$217,415.68	\$583,992.11	\$220,000.00	1.17%
Grants to others	\$3,371,303.87	\$4,504,017.00	\$1,132,713.13	25.15%	\$3,299,414.99	\$4,284,278.07	\$4,360,683.58	24.34%
Transfer to own funds		\$580,000.00	\$580,000.00	100.00%		\$634,070.99	\$580,000.00	100.00%
TOTAL OTHER EXPENSES	\$3,701,691.48	\$5,304,017.00	\$1,602,325.52	30.21%	\$3,516,830.67	\$5,502,341.17	\$5,160,683.58	31.85%
	\$3,701,691.48	\$5,304,017.00	\$1,602,325.52	30.21%	\$3,516,830.67	\$5,502,341.17	\$5,160,683.58	31.85%
NET (REVENUE)/EXPENDITURE	\$3,442,723.78	\$4,974,017.00	\$1,531,293.22	30.79%	\$3,244,491.87	\$4,798,867.08	\$4,830,683.58	32.84%

Corporate Financials - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022	2022	Budget	Percentage Budget-Rem
	Actual	2023		25.00%	Actual To: September	Actual Year End	2022	YTD 2022
REVENUE								
Taxation	(\$136,815,594.69)	(\$136,832,579.00)	(\$16,984.31)	0.01%	(\$130,688,786.43)	(\$131,033,783.12)	(\$130,256,397.01)	(0.33%)
Payment in lieu of taxes	(\$3,063,272.48)	(\$4,573,680.00)	(\$1,510,407.52)	33.02%	(\$2,867,219.86)	(\$4,578,570.06)	(\$4,501,741.00)	36.31%
Fees and user charges	(\$12,635,799.11)	(\$15,562,939.00)	(\$2,927,139.89)	18.81%	(\$11,724,590.95)	(\$15,824,695.71)	(\$14,821,847.00)	20.90%
Government grants	(\$13,416,898.69)	(\$17,262,176.00)	(\$3,845,277.31)	22.28%	(\$13,156,588.69)	(\$17,321,726.69)	(\$16,838,798.00)	21.87%
Interest and investment income	(\$6,027,356.26)	(\$4,780,000.00)	\$1,247,356.26	(26.10%)	(\$3,065,370.40)	(\$4,455,074.09)	(\$4,320,000.00)	29.04%
Contribution from own funds		(\$1,300,000.00)	(\$1,300,000.00)	100.00%	(\$104,782.96)	(\$1,094,902.44)	(\$944,689.75)	88.91%
Other income	(\$1,727,909.99)	(\$2,500,000.00)	(\$772,090.01)	30.88%	(\$1,628,401.06)	(\$3,012,657.27)	(\$2,500,000.00)	34.86%
Change in future employee benefits			\$0.00	0.00%		\$1,695,562.99		0.00%
	<u>(\$173,686,831.22)</u>	<u>(\$182,811,374.00)</u>	<u>(\$9,124,542.78)</u>	<u>4.99%</u>	<u>(\$163,235,740.35)</u>	<u>(\$175,625,846.39)</u>	<u>(\$174,183,472.76)</u>	<u>6.29%</u>
EXPENDITURES								
Salaries	\$109.48		(\$109.48)	0.00%	(\$193,375.30)	\$186,664.18		0.00%
Benefits	(\$8,364.63)		\$8,364.63	0.00%	\$8,000.00	(\$1,454,358.12)	\$20,000.00	60.00%
TOTAL SALARIES/BENEFITS	(\$8,255.15)	\$0.00	\$8,255.15	0.00%	(\$185,375.30)	(\$1,267,693.94)	\$20,000.00	1,026.88%
Materials and supplies	\$163,319.90	\$294,365.00	\$131,045.10	44.52%	\$178,157.43	\$183,913.77	\$300,878.00	40.79%
Program expenses	\$559,991.46	\$746,655.00	\$186,663.54	25.00%	\$614,190.45	\$763,763.24	\$763,788.18	19.59%
Financial expenses	\$1,274,518.79	\$2,431,006.00	\$1,156,487.21	47.57%	\$1,345,057.24	\$1,346,401.00	\$2,531,006.00	46.86%
Purchased and contracted services	\$1,162,336.46	\$11,000.00	(\$1,151,336.46)	(10,466.70%)	\$2,497.03	\$5,374.92	\$11,000.00	77.30%
Grants to others			\$0.00	0.00%			\$865.00	100.00%
Transfer to own funds	\$836,600.22	\$14,324,943.00	\$13,488,342.78	94.16%	\$3,733,658.88	\$17,568,357.88	\$12,465,550.32	70.05%
TOTAL OTHER EXPENSES	\$3,996,766.83	\$17,807,969.00	\$13,811,202.17	77.56%	\$5,873,561.03	\$19,867,810.81	\$16,073,087.50	63.46%
	<u>\$3,988,511.68</u>	<u>\$17,807,969.00</u>	<u>\$13,819,457.32</u>	<u>77.60%</u>	<u>\$5,688,185.73</u>	<u>\$18,600,116.87</u>	<u>\$16,093,087.50</u>	<u>64.65%</u>
NET (REVENUE)/EXPENDITURE	(\$169,698,319.54)	(\$165,003,405.00)	\$4,694,914.54	(2.85%)	(\$157,547,554.62)	(\$157,025,729.52)	(\$158,090,385.26)	0.34%

Capital Levy & Debenture Debt - Third Quarter Ended September 30, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022 Actual To: September	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022	
	Actual	2023		25.00%					
REVENUE									
Fees and user charges			\$0.00	0.00%	(\$35,040.00)	(\$23.50)		0.00%	
		\$0.00	\$0.00	0.00%	(\$35,040.00)	(\$23.50)	\$0.00	0.00%	
EXPENDITURES									
Long term debt		\$1,866,135.00	\$1,866,135.00	100.00%	\$724,673.61	\$955,237.25	\$1,502,314.00	51.76%	
Transfer to own funds		\$7,192,204.00	\$7,192,204.00	100.00%	\$300,000.00	\$6,906,809.62	\$6,368,384.28	95.29%	
TOTAL OTHER EXPENSES	\$0.00	\$9,058,339.00	\$9,058,339.00	100.00%	\$1,024,673.61	\$7,862,046.87	\$7,870,698.28	86.98%	
		\$0.00	\$9,058,339.00	\$9,058,339.00	100.00%	\$1,024,673.61	\$7,862,046.87	\$7,870,698.28	86.98%
NET (REVENUE)/EXPENDITURE	\$0.00	\$9,058,339.00	\$9,058,339.00	100.00%	\$989,633.61	\$7,862,023.37	\$7,870,698.28	87.43%	

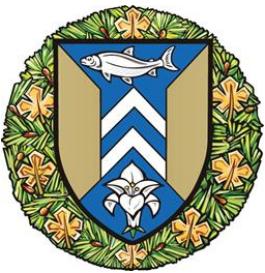
Appendix B

Net Assessment Growth to September 30, 2023

Class	2023 Total Assessment Based on Returned Roll	2023 Total Assessment to September 30, 2023	Difference Between Returned Roll and Year End	
	CVA	CVA	\$	%
Taxable				
Residential	5,631,920,816	5,650,108,316	18,187,500	0.32%
New Multi-residential	17,434,000	19,566,000	2,132,000	12.23%
Multi-residential	434,774,784	434,757,784	-17,000	0.00%
Com. Occupied	701,253,592	706,185,792	4,932,200	0.70%
Com. Exc. Land	4,760,360	4,694,060	-66,300	-1.39%
Shopping Occ.	142,269,506	142,564,006	294,500	0.21%
Office Occupied	17,117,438	17,117,438	0	0.00%
Parking/Vac. Land	24,393,400	24,254,400	-139,000	-0.57%
Ind. Occupied	43,737,172	42,588,172	-1,149,000	-2.63%
Ind. Exc. Land	1,015,900	1,015,900	0	0.00%
Ind. Vac. Land	6,125,100	5,859,100	-266,000	-4.34%
Large Ind. Occ.	60,165,200	60,165,200	0	0.00%
Large Ind. Exc.	245,200	245,200	0	0.00%
Pipelines	26,929,000	26,929,000	0	0.00%
Farm	1,662,600	2,510,800	848,200	51.02%
Managed Forests	2,704,400	2,704,400	0	0.00%
Commercial Total Taxable	889,794,296	894,815,696	5,021,400	0.56%
Industrial Total Taxable	111,288,572	109,873,572	-1,415,000	-1.27%
Total Taxable	7,116,508,468	7,141,265,568	24,757,100	0.35%

APPENDIX C - 2023 Q3 - SUMMARY OF CAPITAL PROJECTS

	2023 Approved Capital Budget	% of Total	Council Approved/ Costs Incurred to Date	Remaining
				Date
Roads/Bridges/Storm Sewer	24,084,061	40.01%	18,841,127	5,242,934
Landfill Upgrades, Fleet & Equipment	3,456,198	5.74%	1,387,697	2,068,501
Public Works Fleet & Equipment	3,964,000	6.59%	3,116,497	847,503
Transit Fleet & Equipment	8,800,428	14.62%	-	8,800,428
Building Capital Maintenance	4,825,187	8.02%	4,234,213	590,974
Fire Fleet & Equipment	2,400,000	3.99%	2,400,000	-
Corporate Equipment	227,566	0.38%	-	227,566
Sanitary Sewer	12,437,585	20.66%	13,179,235	(741,650)
Total	<u>60,195,025</u>	<u>100.00%</u>	<u>43,158,768</u>	<u>17,036,257</u>



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Steve Facey, Manager of Finance
DEPARTMENT: Corporate Services
RE: 2024 User Fees

Purpose

Under the *Municipal Act*, section 391(1) municipalities have the authority to impose fees or charges for any activity or service that they provide. Staff is seeking Council approval of the user fees included in the schedules of By-law 2023-183 found elsewhere on the agenda, with the effective date of January 1, 2024.

Background

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

All departments have reviewed their applicable user fees taking into consideration the recommended benchmark for cost recovery and the plan to achieve. Appendix A provides the budget impact for 2024 based upon the fee increases. Service level changes are not reflected in the analysis and thus the total budget impact may be more or less than shown.

Where applicable, departments applied a 3.5% inflationary increase which is consistent with the inflationary factor that staff have been using for the 2024 budget.

Analysis

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

Sanitary Sewer Revenue

2024 User Fees
November 20, 2023
Page 2.

Council recently approved an increase to the sanitary sewer rate from 70% to 80% of the full water charge effective January 1, 2024.

These additional funds are required to cover debt financing costs for the Biosolids facility as well as required capital investments and operating pressures on a go forward basis.

Cemetery Services

Elsewhere on this evening's agenda is a fulsome report with respect to Cemetery Services and User Fees. The result of what is included within that report relieves a significant pressure on the tax levy. In 2023, it was realized that capital revenues were used to offset operating expenditures. This correction was made resulting in a pressure on the tax levy in 2023. In 2024, staff have analyzed alternatives where user fees can be adjusted and still remain comparable to other municipalities. These additional revenues result in a net levy reduction of approximately \$200,000 for 2024, which brings the total net levy impact for Cemetery Services to \$300,000.

Financial Implications

The change in the User Fees as recommended reflects an estimated increase in revenue of approximately \$173,875 net of reserve transfers. This amount relates to all services other than sanitary and cemetery services and it has been incorporated into the 2024 Preliminary Operating Budget.

The additional sanitary sewer revenue has been incorporated into 2024 Sanitary Budget.

Cemetery user fee recommendations result in additional fees totaling \$200,000 that have not been incorporated into the 2024 preliminary budget due to the timing of these reports. Approval of this report, and accepting of Cemetery Operations and User Fee Review report, will result in a final budget adjustment that will be highlighted during budget deliberations.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

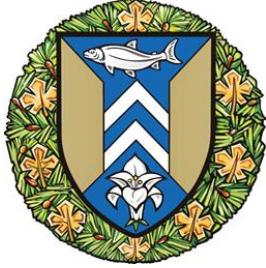
The report of the Manager of Finance dated November 20, 2023 concerning 2024 User Fees be received as information.

The relevant By-law 2023-183 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

2024 User Fees
November 20, 2023
Page 3.

Respectfully submitted,

Steve Facey
Manager of Finance
705.759.5356
s.facey@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Lisa Petrocco – Manager of Taxation
DEPARTMENT: Corporate Services
RE: Property Tax Appeals

Purpose

The purpose of this report is to seek Council approval of tax appeals as required pursuant to section 357 of the *Municipal Act*.

Background

Under section 357 of the *Municipal Act, 2001*, taxpayers may make an application for the cancellation, reduction or refund of taxes in response to changes in assessment facts concerning the property. The reduction reduces the taxes to the correct and proper amount. Applications have been made by staff or the owner and have been reviewed by Municipal Property Assessment Corporation (MPAC) to verify the assessment values and taxation periods to be used for the adjustment.

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

Analysis

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

Financial Implications

There is an annual budget allocation for tax write-offs. The decreased revenue of \$9,316.57 can be accommodated within the existing budget allocation.

Strategic Plan / Policy Impact / Climate Impact

Not Applicable.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation dated November 20, 2023 concerning Property Tax Appeals be received and that the tax records be amended pursuant to section 357 of the *Municipal Act*.

Property Tax Appeals

November 20, 2023

Page 2.

Respectfully submitted,

Lisa Petrocco, CPA,CGA

Manager of Taxation

705.541.7065

l.petrocco@cityssm.on.ca

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

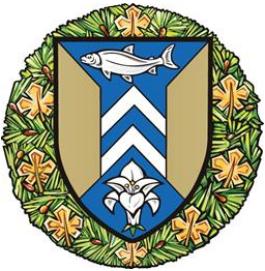
**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS**

DATE: 2023 11 20
PAGE: 1 of 1

ROLL #	PROPERTY ADDRESS	REASON	EXPLANATION	TAX CLASS	APPEAL NO.	TAXES	INTEREST	TOTAL
060-001-001-00	00000 WALLACE TERR	D(i)	Demolition and removal of two buildings	CT/LT/LU	22-044	(5,591.80)	(18.35)	(5,610.15)
					2022			
010-058-057-00	00235 RIVER RD	D(i)	Demolition and removal of two buildings	CT	23-038	(449.70)	(7.45)	(457.15)
010-062-098-00	00109 PARKINWORTH PL	D(i)	Demolished shed	RT	23-039		Assesment Confimred	
010-070-013-00	01155 TRUNK RD	D(i)	Building demolished, services disconnected	RT	23-040	(550.42)	(1.65)	(552.07)
010-070-099-00	03836 QUEEN ST E	D(i)	Demolised garage	RT	23-041	(344.13)	-	(344.13)
020-035-041-00	00026 WEMYSS ST	D(i)	Garage demolished	RT	23-042		Assesment Confirmed	
020-037-059-00	00336 WELLINGTON ST E	D(i)	Garage damaged by fire/demolished	RT	23-043	(51.62)	-	(51.62)
030-088-130-00	00340 FOURTH LN E	D(i)	Garage demolished	RT	23-044	(82.56)	-	(82.56)
040-008-115-00	00062 KNOX AVE	D(i)	Garage demolished	RT	23-045	(68.83)	(1.92)	(70.75)
040-013-086-00	00387 NORTH ST	D(i)	Garage and shed demolished	RT	23-046	(54.45)	(0.98)	(55.43)
040-018-090-00	00048 BIRCH ST	D(i)	Demolished rear addition	RT	23-047	(51.62)	(0.48)	(52.10)
040-023-069-00	00162 DENNIS ST	D(i)	Demolished house	RT	23-048	(318.32)	-	(318.32)
040-023-156-00	00019 ABBOTT ST	D(i)	Demolished house	RT	23-049	(357.71)	-	(357.71)
050-035-058-00	00168 SECOND LN E	D(i)	Demolished unsafe garage	RT/TT	23-050		Assesment Confirmed	
060-001-001-00	00000 WALLACE TERR	D(i)	Demolition and removal of two buildings	CT/LT/LU	23-051	(5,524.30)	-	(5,524.30)
060-002-014-00	00115 CENTRAL ST	D(i)	Demolished garage	RT	23-052	(18.86)	(0.06)	(18.92)
060-003-054-00	00142 GOULAIIS AVE	D(i)	Demolished garage	RT	23-053	(68.83)	(0.43)	(69.26)
060-007-085-00	00246 EAST BALFOUR ST	D(i)	Demolished house razed by fire	RT	23-054	(772.17)	(57.11)	(829.28)
060-009-026-00	00151 PRENTICE AVE	D(i)	Demolished gargae	RT	20-055	(52.80)	-	(52.80)
060-045-006-00	00577 ALLENS SIDE RD	D(i)	Large outbuilding (barn) demolished	RT	20-056	(478.85)	(1.32)	(480.17)
REPORT TOTAL \$ (9,245.17) \$ (71.40) \$ (9,316.57)								

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

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



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Cemetery Operations and User Fee Review

Purpose

The purpose of this report is to provide an update on Cemetery operations and present user fee recommendations to Council for consideration to reduce the overall levy impact in 2024.

Background

Over the years there has been increased pressure on the levy from Cemetery operations. The Cemetery provides the following services to the Community:

Crematorium

The City of Sault Ste. Marie operates the only crematorium within the municipal boundary of Sault Ste. Marie (there is another facility located adjacent to the community). The City crematorium has been in operation since 1970 and serves local funeral homes and others in the Algoma District. The crematorium operates at the highest standards, and is subject to municipal by-laws, along with regulation and reporting requirements (Bereavement Authority of Ontario; Ministry of the Environment). The crematorium operates Monday to Friday, and half-days on Saturdays.

Interment

Ground burial for caskets. This type of burial is available for caskets (with or without a concrete vault). Casket burial may be in a single, side-by-side, or double depth (one casket buried deeper, to allow another burial on top) orientation. Monument selection, engraving, and care are entrusted to monument dealers.

Cremation Burial

Cremation burials may occur in an Urn Garden (cremations only), in a traditional casket grave (up to 6 cremations are permitted), in the Niche Wall (bronze/stone structure), or in a columbarium (above ground granite structure). The columbarium may be purchased as a single or companion plot. Urn garden monuments and columbarium engraving are entrusted to monument dealers. Niche wall engraving

Cemetery Operations and User Fee Review

November 20, 2023

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is handled by the Cemetery Office. The Cemetery by-law does not permit the scattering of cremated remains.

Mausoleum Interment

The mausoleums are large granite and concrete structures, intended for full-body, casket interment. They may be selected as single or companion crypts, with the companion being either double depth (one casket in front of the other), or tandem (caskets are beside one another). Family units are also available, in a group of six or eight crypts. Engraving of mausoleum crypt plates are entrusted to monument dealers.

Chapel

The Cemetery chapel is situated at the Greenwood Cemetery building (27 Fourth Line East). It is at the northwest front of the building, facing the intersection of Peoples Road and Fourth Line. The Chapel is a comfortable and quiet setting for families, with seating for 60, and may be used for funeral services.

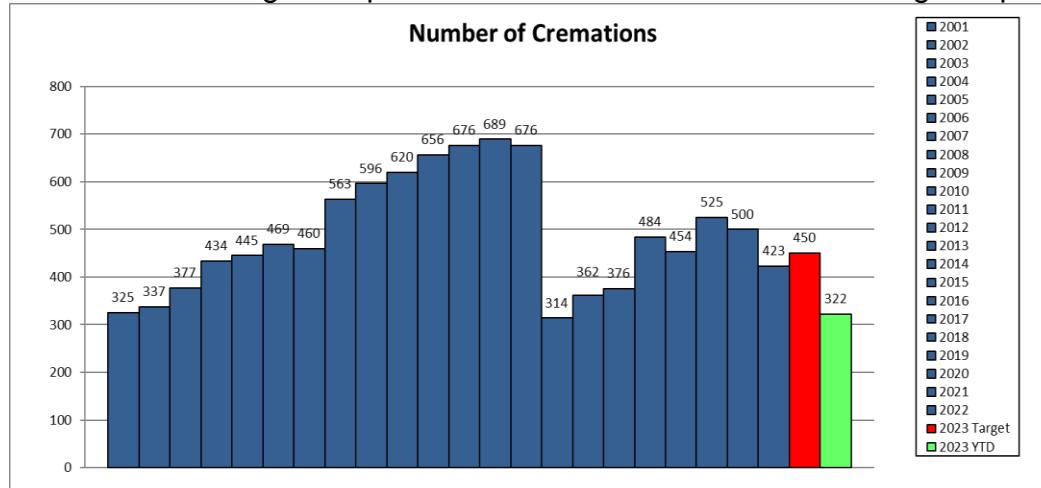
Cemetery Administrative Services

All cemetery graves and services fees are paid at the Clerk's Department (Ronald A. Irwin Civic Centre – Level 4, 99 Foster Drive). The Vital Statistics Office provides the cemetery office with direction, in terms of burial timing and details. The cemetery assists with grave selection and provision of information.

Last year a different approach was taken to shift mausoleum sales to the Cemetery reserve instead of a portion being used to offset operating expenses. The logic of correcting the transfer to own funds is to pay back the funding source, which in this case is internal debt, with the revenues associated with the project.

There have been several changes impacting Cemetery operations.

1. An independent operator for cremation services entered the marketplace in 2014 having an impact on the number of cremations being completed.



Cemetery Operations and User Fee Review

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2. The Bereavement Authority of Ontario (BAO) has increased the operating license fee as of July 1, 2023 (up to \$30/death from \$13.63/death – \$20,000 incremental annual impact). The BAO Consumer Protection fee is charged to provide its services of information on options in bereavement services and to regulate the profession, making sure the law is consistently followed. The BAO's regulatory work includes responding to public complaints, inspecting and providing guidance to bereavement businesses and professionals which it licenses across Ontario; to ensure quality services. The BAO is wholly funded by licence fees (not tax dollars).
3. Fuel, utilities and salary expenses have outpaced the increase of user fee increases and have had an impact on overall operations.

Cemetery services were not self-funding in the 2023 budget. Approximately \$417,000 of operating costs were funded by the tax levy. With the user fee adjustments mentioned in this report, the pressure on the levy is reduced to approximately \$300,000. These are conservative estimates; however, staff will continue to analyze actual revenue and expenditures and address further in the 2025 budget.

With the user fee increases proposed for 2024, cemetery services will fall more in line with the historical levy contribution to operations.

Analysis

Staff from the Cemetery Division, Clerks and Finance have met to review all user fees for the cemetery and have compared them against other municipalities. Projections on major capital asset repairs and procurements required over the next five (5) years have been completed.

The review encompassed the following:

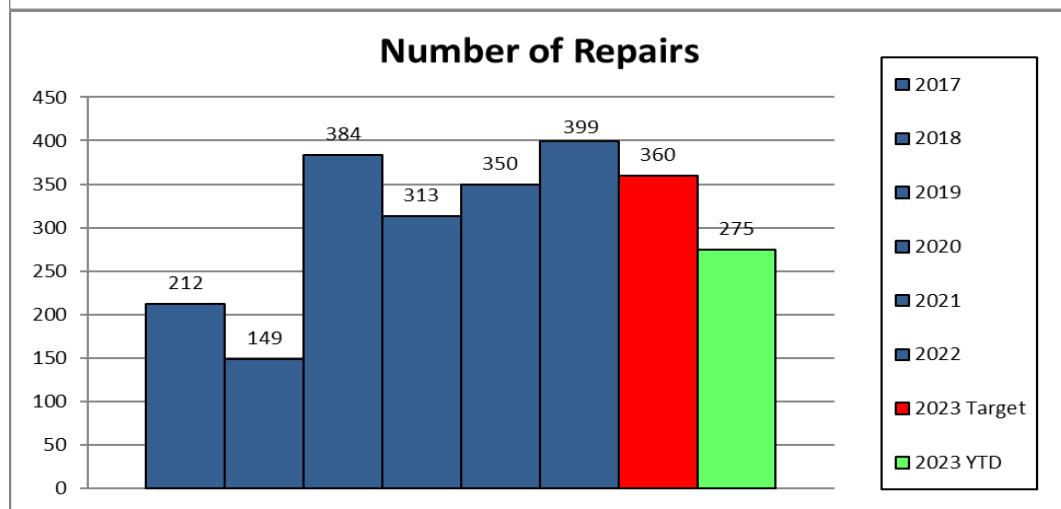
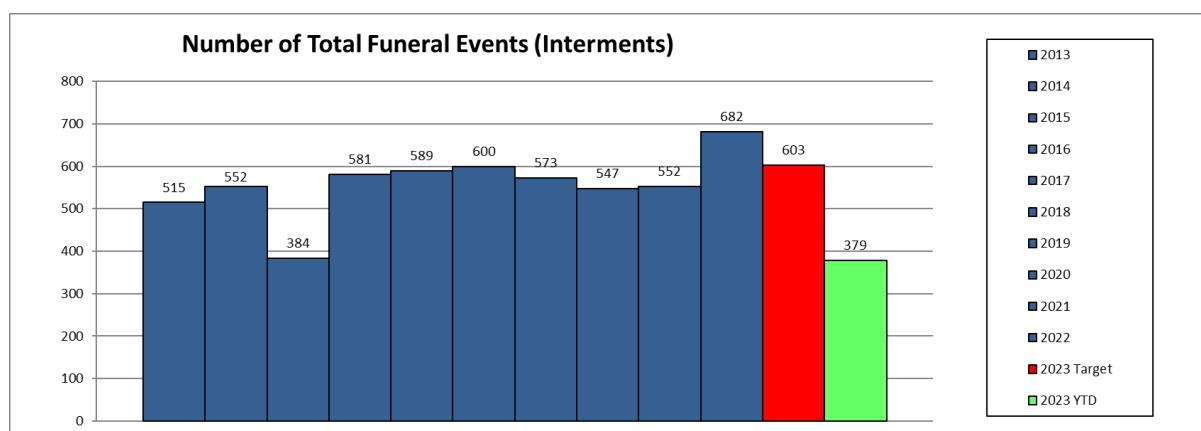
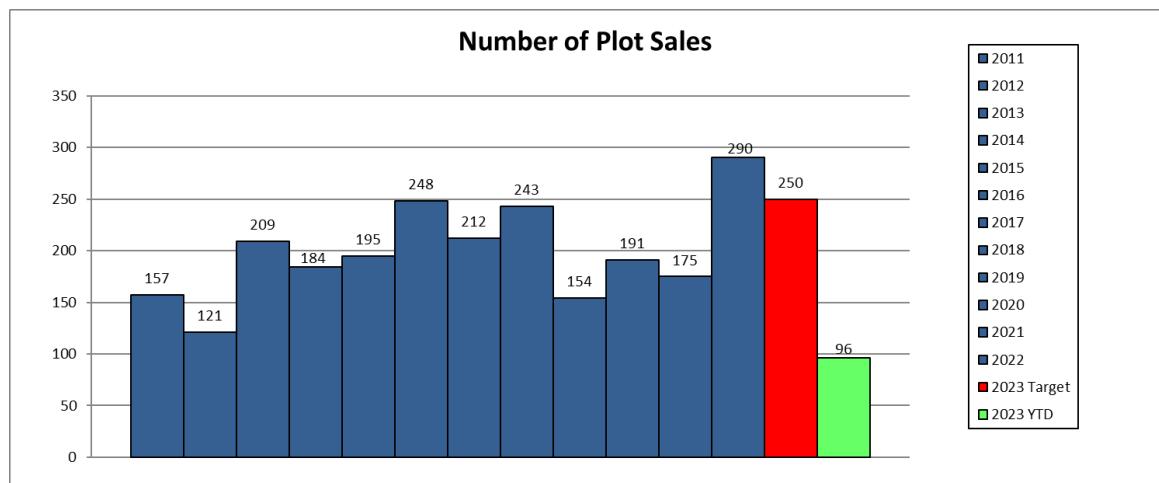
1. Comparison of other communities' user fees as a guide to pricing.
2. Using real average volumes in the analysis.
3. Review fees that were out of line with comparator municipalities.
4. Switching to one interment fee and impact (eliminating the graveside and non-graveside distinction, as other communities are doing).
5. The impact of increasing the Saturday surcharge to be in line with other communities and based on 2022 volume of Saturday interments (reflecting casket, cremation, and mausoleum interments).
6. Eliminating the Saturday and weekday late fee.

Many of the Cemetery activities such as plot sales, interments and repairs are consistent from year to year as depicted below.

Cemetery Operations and User Fee Review

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The user fee and cost to provide key services is as follows.

Service	User Fee 2023	Cost Per Service
Interment	\$1,532	\$1,412
Cremation	\$572	\$353

Cemetery Operations and User Fee Review

November 20, 2023

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The challenge is that costs to provide support services for ground maintenance (snow removal, grave repair, grass cutting, plot sales etc.) fuel costs, and related cemetery services have outpaced user fee increases.

As a result of the review, staff recommend increasing several user fees to be consistent with other municipalities. A few new fees would be introduced, and some fees would be eliminated.

The recommended changes are as follows.

- Eliminate two tiers of fee for graveside and non-graveside services. This is consistent with other municipal cemeteries. It does not prevent families from using the chapel when necessary or to accommodate for harsh weather.
- Eliminate a double depth fee for interment. There is no real incremental cost to dig further when required.
- Additional miscellaneous charges for Saturday services based on market research from other municipalities. Eliminate the late fee.
- Increase tree removal cost to be in line with the industry.
- Increase Saturday surcharge (and eliminate late fees) for full body and cremated remains.

Recommended changes for user fees for 2024 other than inflationary costs include:

Service	Existing 2023	Proposed 2024
Lots		
1 grave lot – minimum 4.0' x 10.0'	\$1,101.00	\$1,400.00
2 grave lot – minimum 8.0' x 10.0'	\$2,200.00	\$2,800.00
Cremation Lots (Urn Garden)		
1 grave lot (2.0' x 4.0')	\$409.00	\$625.00
2 grave lot (4.0' x 4.0')	\$818.00	\$1,250.00
Cremation - Adult	\$572.00	\$592.00
Additional Miscellaneous Charges		
<i>Saturday Funeral Surcharge</i>		
Casket	\$139.00	\$490.60
Cremains	\$111.00	\$306.20
Niche plate (including installation)	\$236.00	\$295.00
Removal of trees or shrubs from lots – per tree	\$77.00	\$90.25
Remove Saturday late charges		

If all recommended user fee changes are approved it is projected to reduce the tax levy impact by approximately \$300,000 on an annual basis.

Cemetery Operations and User Fee Review

November 20, 2023

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Since 2000 BMA Management Consulting Inc. has annually completed a municipal comparative study on behalf of participating Ontario municipalities.

As part of this study there is a review of cemeteries which specifically measures the percentage of expenses covered through revenue. This information is included in the table below along with levy information gathered from other municipalities in the Northern Ontario.

The Final Service Delivery Report					
Category	2019	2020	2021	2022	2023
Budget Revenue	\$ (1,091,664)	\$ (1,119,545)	\$ (1,088,675)	\$ (1,491,384)	\$ (1,328,887)
Budget Expenses	\$ 1,087,378	\$ 1,110,703	\$ 1,142,549	\$ 1,570,281	\$ 1,745,800
Net (Revenue) Expenditures	\$ (4,286)	\$ (8,842)	\$ 53,874	\$ 78,897	\$ 416,913

*Source – BMA Municipal Study 2022

The data indicates that against northern comparators Sault Ste. Marie is in line or ahead of some northern municipalities in covering the cost of cemetery operations. However, the Cemetery level impact locally has grown over the past five (5) years for reasons presented earlier.

Category	2019	2020	2021	2022	2023
Budget Revenue	\$ (1,091,664)	\$ (1,119,545)	\$ (1,088,675)	\$ (1,491,384)	\$ (1,328,887)
Budget Expenses	\$ 1,087,378	\$ 1,110,703	\$ 1,142,549	\$ 1,570,281	\$ 1,745,800
Net (Revenue) Expenditures	\$ (4,286)	\$ (8,842)	\$ 53,874	\$ 78,897	\$ 416,913

Staff is recommending the user fee changes presented to maintain pace where the City is behind on service delivery fee categories and a return to a historical levy impact.

Financial Implications

The increase from the BAO licence fee will require a \$20,000 operating increase from \$15,000 to about \$35,000. This would be offset if the recommended user fees changes were made resulting in approximately \$200,000 reduction in the levy impact on an annual basis for cemetery operations. The total levy impact for cemetery operations in 2024 is estimated to be \$300,000 with the suggested user fee increases.

It should also be noted that it is anticipated that the cemetery will receive a larger interest share from the statutory Care and Maintenance reserve due to increasing

Cemetery Operations and User Fee Review

November 20, 2023

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interest rates for investment purposes. It has an approximate balance of \$6 million. This would offset the BAO fee increase noted above.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Corporate Strategic Plan for 2021-2024 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

Recommendation

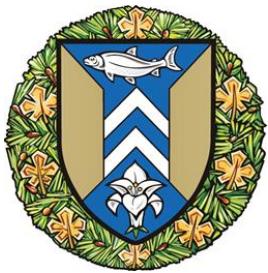
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated November 20, 2023 concerning Cemetery Operations and User Fee review be received as information.

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

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

November 20, 2023

TO: Mayor Matthew Shoemaker 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 93-165, which appoints municipal law enforcement officers.

BACKGROUND

By-Law 93-165 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.

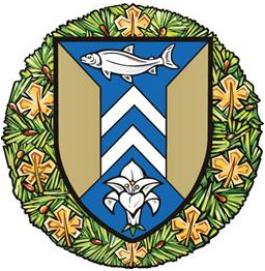
RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2023-188 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Rick Van Staveren, Director Economic Development

DEPARTMENT: Community Development and Enterprise Services

RE: Federation of Canadian Municipalities Brownfield Funding Application

PURPOSE

The purpose of this report is to seek Council approval to utilize Community Development Fund – Economic Development Program resources and submit a funding application to complete environmental studies and a record of site condition for the remaining parcels of the Gateway site.

BACKGROUND

Staff have identified a funding program from the Federation of Canadian Municipalities (FCM), that supports brownfield remediation. The program will cover 50% of the costs of remediation planning and remediation studies up to \$175,000. In order to advance future development of Parcels Two and Three (Attachment A – Gateway Areas Legal Final), staff recommend an application to FCM to advance environmental studies on the property.

If approved, the FCM project would include the completion of a Phase II Environmental Assessment and a Record of Site Condition for the remaining portions of the Gateway property.

It is estimated that the cost to complete this work will be up to \$200,000. Staff propose the City's share of the funding (\$100,000) is contributed from the Community Development Fund – Economic Development Program (CDF – EDP).

The Economic Development Corporation Board reviewed this request for the CDF – EDP and passed a resolution in support of the project and recommending it for Council approval.

ANALYSIS

Completion of this environmental study work will assist any future developer of the property by providing a current environmental report (previous reports were

FCM Brownfield Funding Application

November 20, 2023

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completed in 1996). The studies will also provide options for the redevelopment of the property and confirm whether a residential development can be feasibly undertaken on the parcels.

With this information, Economic Development staff can market the property appropriately and advance discussions with interested developers leading to a future sale and the development of these properties.

FINANCIAL IMPLICATIONS

Funding for the environmental studies is estimated to total up to \$200,000. If successful with the FCM application, \$100,000 would be provided by FCM and \$100,000 from the Community Development Fund – Economic Development Program.

The balance of the CDF is \$926,840 which is sufficient to fund this contribution.

STRATEGIC PLAN / POLICY IMPACT

This project supports the Strategic Focus Area of Community Development by contributing to quality of life and a vibrant downtown area. It also supports the City of Sault Ste Marie's environmental commitment.

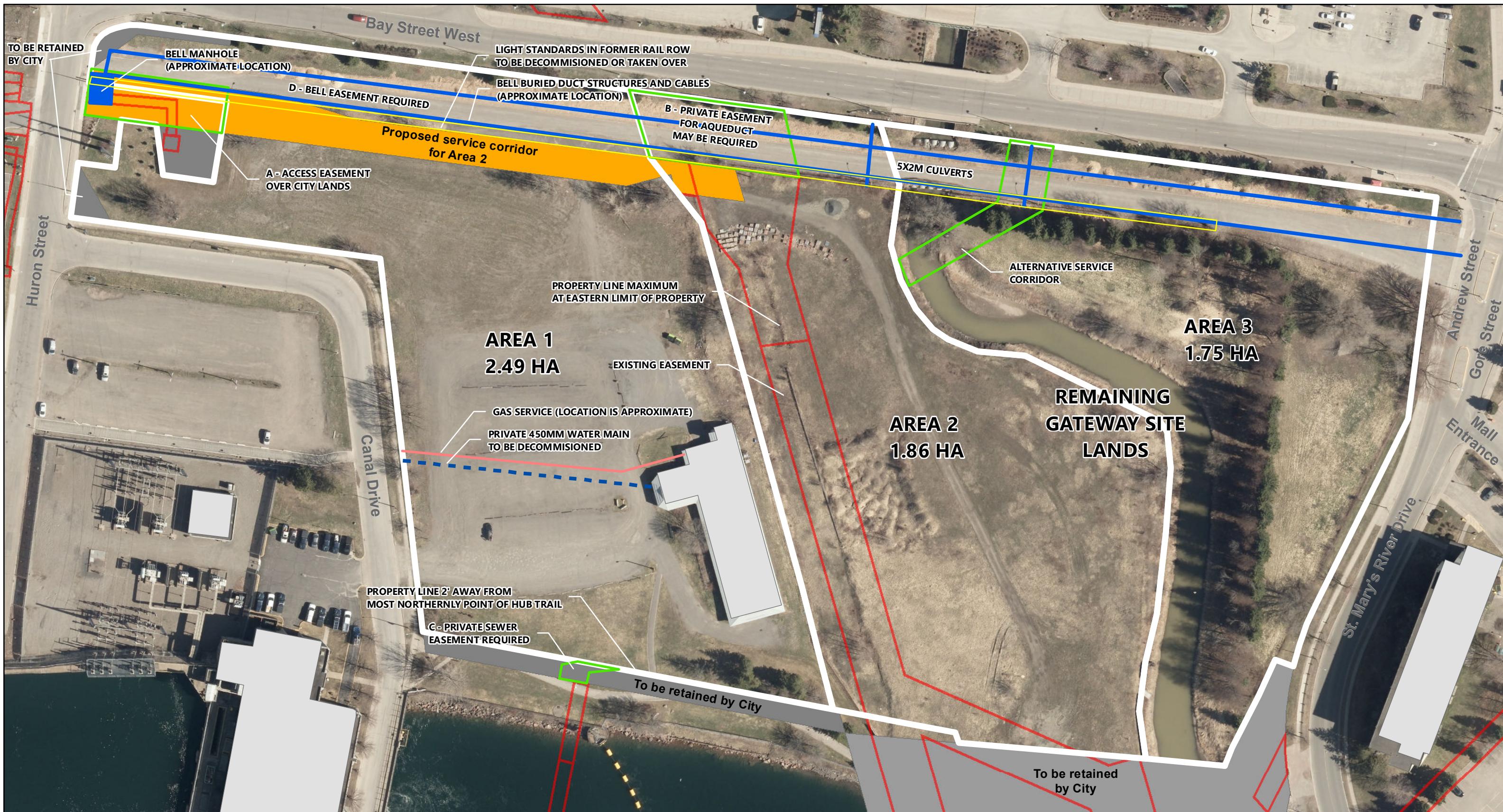
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development dated November 20, 2023 concerning Federation for Canadian Municipalities Brownfield Funding Application be received and that an application to the remediation program be submitted; further that the City contribute up to \$100,000 from the Community Development Fund – Economic Development Program for the project.

Respectfully submitted,

Rick Van Staveren
Director, Economic Development
705.759.5428
r.vanstaveren@cityssm.on.ca



Proposed Gateway Site Schedule A

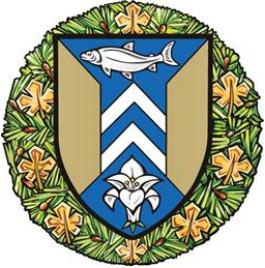
Total Area: 5.23 ha

- Proposed Easement
- Existing Easement
- Lands to be Retained by City

Areas 1, 2 & 3 are subject to:
 AL1235767, AL1235787, LT12658, LT12946, LT136132,
 LT136132E, LT223319, T21117, T257670, T257670B,
 T257670E, T367943, T404968.

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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Community Development Fund – Green Initiatives Program
Funding Application Revision

Purpose

The purpose of this report is to seek Council approval for amendments made to the Community Development Fund (CDF) Green Initiatives Fund (GIF) application form.

Background

At the November 30, 2020 Council meeting, the following motion was approved:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2020 11 30 concerning the creation of a Community Development Fund be received and that the workflow and criteria as presented in Attachments A-E for the various components of the Community Development Fund be approved.

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

Community Development Fund – Green Initiatives Program

The purpose of the CDF GIF is to support green initiatives that result in greenhouse gas emissions (GHGs) reduction, improved water quality/rehabilitation, energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation, and/or waste reduction. The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) is responsible for making recommendations to Council for the allocation of funds for eligible projects or programs that support the City's environmental plans and practices.

Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and were originally accepted on a rolling

Green Initiatives Program Funding Application Revision

November 20, 2023

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intake throughout the year. Total annual funds available for all projects under the CDF – Green Initiatives Program in 2023 is \$50,000. Eligible applicants originally included not-for-profit organizations and City departments.

Analysis

In 2023, the ESC focused its efforts on three priority projects, as a result of a group ranking exercise activity. One of the project priorities included revising the terms of reference of the Green Initiatives Fund to reduce red tape, increase eligibility for more community group applicants, create intake rounds to increase competition, increase sections to elaborate on partnerships, communications and education and a section specific for municipal departments. The proposed changes and reasoning are listed below.

1. Omitting the six (6) original project categories of the fund and listing them as examples of projects, but not limiting initiatives to fall within only those categories. This will reduce project limitations and allow for greater latitude in future initiatives. Projects must still result in improved environmental sustainability in the community.
2. Changing application intake from rolling to quarterly. Many funding programs are designed around intakes, which allow for more competition and equal consideration opportunities for applications.
3. Expanding applicant eligibility to include unincorporated organizations / collectives (comprised of at least two (2) members that have been active as a group for at least one (1) year) and local schools or school groups / committees. The fund was originally open to only local, incorporated non-profit organizations and City Departments. The expansion will allow for more opportunities for community groups to increase environmental sustainability in Sault Ste. Marie.
4. Adding a section requiring applicants to expand upon the type of partnership or proposed collaboration with other community groups (if applicable). The original application required a listing of project partners only. The proposed section will require applicants to elaborate on the partnership type which will offer greater insight on the project and its anticipated community impacts.
5. Adding a section requiring applicants to outline their communication strategy and anticipated target audience. This will help the ESC and Council understand in more detail how applicants plan to ensure that the project is brought to the attention of the community.
6. Adding a section for City department applicants to highlight how they will build a pathway to incorporate corporate requests into future operating and/or capital budgets requests.

Green Initiatives Program Funding Application Revision

November 20, 2023

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7. Adding a section addressing the applicant's plan to increase environmental sustainability education and awareness in the community (if applicable) was added. This is a core pillar of the City's GHG Reduction and an important tool to the change management required to becoming a more climate conscious community.

The revised application is included as an attachment in Appendix 1. The following resolution was passed upon review of the revised grant application terms of reference:

Resolved that the Environmental Sustainability Committee supports the request to approve the revised Green Initiatives Fund application, and that Council approve the request.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact / Climate Impact

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

In addition, the CDF GIF aligns with the implementation of the *Sault Ste. Marie Community GHG reduction Plan: 2020 – 2030*, environmental stewardship projects within the community and City operations.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated November 20, 2023 concerning Community Development Fund – Green Initiatives Program Funding Revision be received and that Council approve the amendments proposed by the Environmental Sustainability Committee.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
705.989.8748
e.cormier2@cityssm.on.ca

CDF – Green Initiatives Program Fund Overview

1.0 Purpose

The purpose of the Green Initiatives Program of the Community Development Fund (CDF) is to support green initiatives that result in improved environmental sustainability in Sault Ste. Marie.

2.0 Policy

The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) may recommend the allocation of funds for eligible projects or programs that support of the City's environmental plans and practices, in particular the reduction of greenhouse gas (GHG) emissions and other community environmental sustainability activities.

Funding applications will be reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and will be recommended to Council for approval.

Total funds available for all projects under the CDF – Green Initiatives Program is \$50,000. This amount will be reviewed on an annual basis.

3.0 Definitions

3.1 "Environmental sustainability" means: projects that support reducing our community GHG emissions and reducing pollution, maintaining our natural environment and managing the use of natural resources in a way that ensures their availability for future generations.

3.2 "Eligible Applicant" means either a:

- i. Incorporated Not-for-profit organization
 - ii. Unincorporated organization/collective – must be composed of at least 2 members and have been active as a group for at least 1 year
 - iii. Local School or School Group / Committee
 - iv. City of Sault Ste. Marie Department
- "Eligible Project" means any project or activity that demonstrates environmental benefits or improvements and is consistent with City policies, and may include, but is not limited to greenhouse gas (GHG) reduction, improving water quality / rehabilitation, increases energy efficiency, healthy and resilient ecosystems, including habitat restoration active transportation or waste reduction.

3 Processing for Evaluating Proposals

4.1 The Community Development and Enterprise Services Department (CD&ES) will provide the resources to support the intake of applications and support the proponent(s) in the development of their proposal.

4.2 City Finance and CD&ES will provide recommendations regarding economic resources available and related concerns (e.g., due diligence collaboration, risk management, etc.)

4.3 Once an application has been deemed eligible and complete by City staff, applications will be reviewed with the Environmental Sustainability Committee for recommendation to City council.

4.4. All requests will be presented to Council in writing with supporting presentations by the applicant, if required. A copy of the application will be included in the Council package, which is public. Any confidential material to support the application should be contained in a separate document and marked confidential.

4.5 City Council will make the final decision regarding the approval of financial contributions.

4 Accountability, Monitoring and Reporting of Results

The following will be expected from the successful applicants:

5.1 Recognition of the Community Development Fund contribution to the project in reports and appropriate marketing products, including the City logo.

5.2 Progress reports for longer duration projects as outlined in their application timetable and proposal to City Council.

5.3 A final project report containing an evaluation of the success of the initiative in meeting its goals and key performance targets as well as the benefits to the community is required within 60 days of project completion.

5.4 A complete report of all revenues and disbursements for the project within 6 months of completion of the project. The City Finance Department will require supporting financial documentation (e.g. paid invoices, etc.) and has the right to review or audit projects.

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

Community Development Fund Application Form

Green Initiatives Stream

Before filling out an application, please discuss your project and/or activity with Community Development and Enterprise Services (CD&ES) staff. Contact information is available in Section 7 of the application. Staff will help guide potential applicants through the process and answer any questions regarding the program and application form.

Please fill in each of the following sections:

Section 1: Intakes

Applications will be accepted quarterly every year and recommended for Council approval by the City's Environmental Sustainability Committee (ESC) at their quarterly meetings. Please select the intake round you wish to apply for funds.

Intake	Submission Period	Application Due	ESC and Council Review	Project Implementation
<input type="checkbox"/> Q1	January 1 – March 31	Last Friday in March of each calendar year	April	After May 1
<input type="checkbox"/> Q2	April 1 – June 30	Last Friday in June of each calendar year	July	After August 1
<input type="checkbox"/> Q3	July 1 – September 30	Last Friday in September of each calendar year	October	After November 1
<input type="checkbox"/> Q4	October 1 – December 31	Last Friday in December of each calendar year	January	After February 1

Section 2: Applicant Information

Please select which type of organization you represent:

- Incorporated Not-for-profit organization
- Unincorporated organization/collective – must be composed of at least 2 members and have been active as a group for at least 1 year
- Local School or School Group / Committee
- City of Sault Ste. Marie (list Department): _____

Organization/Collection/School/School Group Name: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Name: _____ Email: _____

Phone: _____

Names of Organization Officers, Directors & Principals (if applicable): _____

Briefly describe the function or purpose of your organization (e.g. include a short history, mandate, goals and objectives)

Contributing partners (elaborate on the partner (name), type of partnership (e.g. joint venture, in-kind organization) or proposed collaboration, and provide references):

Section 3: Project Information

Please provide key information about your project including: project description, objectives, performance targets, impacts and limitations of project, methodology and timing (including key dates for progress reports and final report to council)

Outline your communication strategy for promoting the project you are seeking GIF for (e.g., press release, social media post, community event, etc.) and any plans to ensure that the project is brought to the attention of the community. Please also include the target audience of your project and anticipated impact (e.g., education, awareness, reduced emissions, water quality improvement)

Section 4: Costs and Financing

Total amount of assistance requested \$_____

Please specify as accurately as possible how the Green Initiatives Fund will be used if approved. Requests for capital purchases or printed material must include a minimum of one quote from a firm/business to provide the service/material.

If you are a City Department, please elaborate on how you plan to use this request to build a pathway into future operating and/or capital budgets. Please also tie this into the environmental sustainability section of the corporate strategic plan.

Does your organization currently receive other financial assistance from the City, either in-kind or direct funding?

- Yes
 No

If yes, please specify:

Have you received Green Initiative funding from the City previously?

- No
 Yes Amount (\$) _____
Project Title / Description: _____
-
-

What was the last year received: _____ (specify year)

If yes, for the last year that the grant was received, append a copy of a Post-Project Report. Please note that applicants can apply more than once a year, providing their last project post-project report has been submitted to and approved by the City. For grants given to assist in capital purchases or printed material, please append an example and/or colour photo of the item(s).

Submit the following required attachments with your application:

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

Section 5: Environmental Benefits

Please select the category that your project best falls under (check all that apply)

Description of how the project achieves environmental sustainability, such as a reduction in GHGs, improvement in water quality, energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation and/or waste reduction.

Section 6: Community Benefits

How does the project compliment other local initiatives?

What is the anticipated impact on the community as a whole from your planned project?

If applicable, how does your project plan to increase environmental sustainability education and awareness in our community?

Section 7

I UNDERSTAND that by signing this application, I agree that my project:

- Has a distinct start and end date within the year that the grant is provided.
- Has specific deliverables based on the project.
- Will benefit the residents of Sault Ste. Marie.

I CERTIFY that to the best of my knowledge, the information provided in the Green Initiatives Program Fund application is accurate and complete and is endorsed by the organization society or City department, which I represent.

DATED in Sault Ste. Marie, this _____ day of _____, 20____

NAME	Title	Signature	Phone Number
_____	_____	_____	_____

PLEASE RETURN THIS FORM AND RELATED SUPPORTING DOCUMENTATION TO:

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

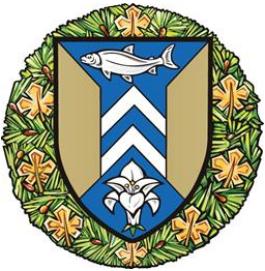
INCOMPLETE APPLICATIONS WILL NOT BE CONSIDRED.

FOR OFFICE USE ONLY

Application Received By: _____ Date: _____

Collection of Personal Information Notice

Personal information of the Green Initiative Fund Application is collected under the authority of the Municipal Freedom of Information and Protection of Privacy ACT R.S.O. 1990 m c.M.56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the address noted in the Competition Outline.



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng. Director of Public Works
DEPARTMENT: Public Works and Engineering Services
RE: Winter Control – Outstanding Matters

Purpose

The purpose of this report is to address the following two Council resolutions and update Council on winter control matters.

“Resolved that the report of the Director of Public Works dated March 20, 2023 concerning the Audit and Accountability Fund – Winter Control Budgeting and Operational Approach study be received and that the Maclarens report be referred to staff for review and report back to Council” and

The resolution from March 21, 2022, which reads:

Whereas there are different points throughout the winter, due to heavy snowfall events, or significant thawing, that snow/ice windrows at the end of residential driveways can be much more substantial and more burdensome than usual, after roads are cleared by Public Works plows; and

Whereas the community of Sault Ste. Marie has an older than average population than found in communities across Ontario, and many of our senior population reside in houses across the community; and

Whereas there are also many residents with different physical disabilities or health conditions who are unable to clear larger than normal snow windrows; and

Whereas there are limited other options for both the elderly and those with physical disabilities to reside due to a lack of appropriate housing for both groups, and a shortage of housing generally;

Now Therefore Be It Resolved that City staff be requested to explore potential options and report back with associated costs of developing a program that those 65 years of age and older, and with people with physical disabilities and/or medical conditions, could opt in to, at a nominal cost, assist with the clearing of heavier/larger than usual snow windrows;

Further be it resolved that this report ascribe an amount of snowfall that would have to fall, over a specific 12 to 24-hour period, and what type of thawing/snow

Winter Control – Outstanding Items

November 20, 2023

Page 2.

clearing and or other factor(s) would initiate the clearing of windrows. Also, that it include a time frame within which these residents could reasonably expect the clearing of their windrow to occur.

Background

Following the service review study completed by KPMG in 2019 an area identified and recommended for greater analysis was Public Works winter control. The KPMG study suggested the exploration of potential reduction in the level of snow removal services with a potential cost savings suggested to be in excess of \$1,000,000 annually.

Maclaren Municipal Consulting Inc. completed that detailed study on January 30, 2023 entitled City of Sault Ste. Marie Winter Control Budgeting and Operational Approach, which did the deep dive into the City's current operational and budgeting practices and resulted in a total of 19 recommendations for staff to review.

Within the time period of the study being completed, the resolution dated March 21, 2022 included above was directed to the Public Works Division and in turn included as a point of review for Maclaren.

Analysis

Staff in both PW and Finance have reviewed the report. The attached table outlines the 19 recommendations (please note that there are two number 7s in the original report) as well as a brief discussion, implementation challenges, whether or not staff recommend implementation and the suggested time period for implementation.

Recommendation 9 specifies “*that the two-foot rule, and associated policy or program to remove windrows after scraping or after plowing be eliminated. Maclaren noted that the “implementation of this policy is very challenging for homeowners to understand as they generally do not have the ability to measure the windrow and don’t understand the difference between windrows that result from scraping and windrows that result from ordinary plowing. It is also difficult and expensive for the department, which must respond to each enquiry, inspect the site and determine if some action is required and if required, direct a front-end loader to the site. The City also ends up competing with private sector firms who charge homeowners to clear driveways, and who generally have more appropriate equipment for this purpose. The approach can also result in inequities, when one driveway is cleared as a result of a complaint and another with similar conditions is not.*

In summary, the program is difficult, expensive and inequitable. It should be eliminated and replaced with something directed at residents disabled by age or infirmity who do not have the capacity to handle windrow removal, and who do not have the means to purchase assistance to clear their windrows.”

Public Works has confirmed that the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) has made some changes to their program for the upcoming winter season. The board has recently approved moving to a one-

Winter Control – Outstanding Items

November 20, 2023

Page 3.

time snow removal grant versus managing snow clearing service. They are implementing a one-time grant to eligible community members using the financial needs test applicable to the Homemakers and Nursing Services program. DSSMSSAB will ensure all existing community members previously enrolled in the assistance program are moved into the new model and any new potential applicant may contact Social Services at 705-759-5226 and advise reception they wish to inquire about snow removal grant. This program is relying upon the \$50,000 annual contribution made by the City of Sault Ste. Marie.

It is understood by Public Works that an approved eligible household will receive a grant that is to be put towards covering a portion of an annual contract or the payment of approximately seven to eight clearings per winter.

Based on the study recommendations made by Maclaren which included a review of the practices of other northern communities and the program offered by DSSMSSAB which is hoping to see a substantial increase in the number of households served, staff also recommend the “two-foot rule” be eliminated on a going forward basis.

Staff are also in discussions with Ledcor (MTO’s contractor for nearby highways) regarding the possibility of running a pilot project utilizing their pre-wetting equipment and material. Details of this project are yet to be finalized, but, intend to provide staff with more information to address recommendation number 1 and 5 – “that a sand and salt pre-wetting program be piloted, understanding the full implementation will require some time (on the truck) and that new salt/sand trucks be ordered with pre-wetting capacity”.

Financial Implications

There are no financial implications for the 2023-2024 winter season. In order to implement some of the recommendations further research will allow for budget estimates to be included in future budget deliberations.

Strategic Plan / Policy Impact / Climate Impact

The Winter Control Budgeting and Operational Approach study was completed to address the KPMG Municipal Service delivery item related to this area and was included in the Corporate Strategic Plan. The delivery of winter control services is an operational matter.

Climate has a huge impact on the provision of winter control services and Maclaren Municipal Consulting Inc. noted that Sault Ste. Marie has the greatest average snowfall and the highest MTO severity index in comparison to other northern municipalities.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated November 20, 2023 regarding an update on Winter Control be received and that Council approve the elimination of the “two-foot rule” program to remove windrows and that staff be

Winter Control – Outstanding Items

November 20, 2023

Page 4.

directed to investigate the recommendations in Table A, particularly the possibility of a pilot project with Ledcor utilizing their pre-wetting equipment and material.

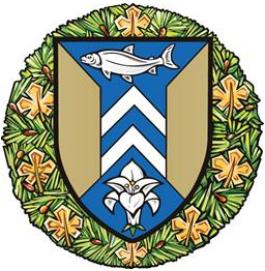
Respectfully submitted,

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

Winter Control Recommendations

No.	Details	Discussion	Implementation Challenges	Staff Recommend Implementation	Implementation Time Period
1	That a salt and sand pre-wetting program be piloted, understanding the full implementation will require some time (on the truck)	Brine storage system and containment equipment must be purchased for implementation	Capital program for 2024 does not include a new sander; research and full costing of brine system to be included in 2025 budget discussions with Ledcor (MTO's contractor)	More research and funds need to be secured	TBD
2	That an anti-icing program be initiated (applied by truck on road)	Additional research into equipment/containment and application	Meeting to be arranged with Ledcor (MTO's contractor) to learn more about their system and application policies	More research and funds need to be secured	TBD
3	That a brine station be installed as soon as possible. It will be required even if the lower temperature chemicals are eventually acquired (required for both recommendations above)	Brine storage system and containment; equipment must be purchased for implementation	Meeting to be arranged with Ledcor (MTO's contractor) to learn more about their system and application policies	More research and funds need to be secured	TBD
4	That calcium-chloride or magnesium chloride supplies and storage systems be investigated (substitute for salt)	Budget implications and supply issues must be better understood	Additional research required	More research and funds need to be secured	TBD
5	That new salt/sand truck be ordered with pre-wetting capacity (and capacity to carry front plows and wings) - for combo unit routes	Routes best suited for combo units already in place (5 routes) - experience has determined those that best apply	Capital program for 2024 does not include a new combo unit; each route will be examined to determine if combo is more efficient	Determined with each season	Ongoing
6	That the current and subsequent winters be used for experimentation when materials can be assembled, even if the program is limited to the use of brine.	Best practices by other northern municipalities/MTO will be reviewed by staff	Experimentation costs will be estimated and included in future budgets	More research and funds need to be secured	TBD
7	Combining salt and plow routes	See No. 5 above			
7	That the approach to selection of sidewalks to be maintained be continued, and if pressure to increase sidewalk maintenance continues, be augmented by a criterion related to pedestrian volumes on the sidewalk of concern.	Policy is applied annually, and Engineering has taken pedestrian counts at locations where confirmation of usage is required as of Fall 2022	None	Yes	Immediate
8	That the sand pile be covered with tarps, weighted to resist wind removal, and the tarps be removed to expose enough sand for the next event(s).	Manual placement of tarps impractical and unsafe; tarping system with costing to be sought in 2024 for capital request in 2025; stockpile is created in the late Fall with little remaining for off season; covered system will be researched	Material being removed regularly during winter months (MTO using hard shell structure)	More research and budget estimate to be prepared	TBD
9	That the "two-foot rule, and associated policy or program to remove windrows after scraping or after plowing be eliminated.	"Two-foot rule" has not been applied for last 2 seasons; Labour and equipment not available; Social Services to offer enhanced (new) program starting Fall 2023	Labour and equipment not available or suitable for driveway clearing by PW; Damage claims and costly repairs result in previous years	Yes	Immediate
10	That funding be considered to provide a grant to a suitable third party to be distributed to low-income persons incapable of removing windrows.	Social Services to implement new program	None	Yes	Immediate
11	That the Fleet Department initiatives of implementing an FMIS, changing the charge-out approach and advancing the purchase of replacement vehicles be implemented, with implementation over time as required.	In progress with support of Council	Budget request (2024)	Yes	Immediate
12	That enough combos be acquired with the capacity to distribute materials in front of the rear wheels, pre-wet materials, mount front plows and wings and serve as dump trucks for snow removal and summer use be acquired, and that all new salt trucks have pre-wetting capacity.	Equipment selection based on route assessment and efficiencies based on 50+ collective years experience; and review of other northern municipal practices	Once equipment purchased; costly experiment due to replacement cycle	No	—
13	That trucks (with operators) continue to be rented for snow removal when economic, and part of the increased budget be allocated for this purpose, based on average expenditures before COVID	This practice returned during the Winter of 2022-2023 - budget allocated does not cover typical 5 year average	Weather dependent/Budget Allocation	Yes	Immediate

14	That the Department work with corporate Human Resources to improve and accelerate the hiring process	A full review of the hiring practice was conducted early 2023 with modifications to expedite process	Recruitment and retention remain an issue	Yes	Ongoing
15	Fleet budgeting should be revised to have a Fleet target a break-even status and charge realistic rates for the use of equipment. This may require some time to achieve.	Fleet recovery calculations continue to be an area of focus. An analysis, with the assistance of a consultant, should allow for this to be implemented in the near future.	Capacity / time constraints	Yes	Short Term
16	The Winter Control Reserve Fund should remain in place. It should be recognized that winter control expenditures relate strongly to weather conditions, which are unpredicatable.	The Winter Control Reserve Fund continues to remain and has been untouched for a number of years. In times of deficits within Public Works, as a result of Winter Control, the organization, as a whole, has been able to absorb the overspending.	No implementation issues.	Yes	Done
17	The budget for winter control activities (including street-sweeping in the spring) should be increased recognizing the average deficit of \$580,000 in the past 9 years. It should be adjusted each future year to recognize inflation, and any further increase in lane kms of roads and sidewalks maintained, unless they are maintained on a cost-recovery basis.	Winter control averaging is also at the forefront. As stated above, deficits have been offset corporately. The senior management team will continue to be updated on financial pressures and budgetary requirements. These types of increases will be included within future budget deliberations.	No implementation issues.	Yes	Short Term
18	Within this amount, allocations should be realistic, particularly the allocation of costs to sidewalk clearing and hired equipment	Similar response to above. Financial analysis on spending and allocation of resources will continue.	No implementation issues.	Yes	Short Term



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Catherine Taddo, P. Eng., Manager of Development and Environmental Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Effluent Pump Upgrades

Purpose

The purpose of this report is to obtain approval to award Contract 2023-5E for effluent pump upgrades.

Background

On August 19, 2021, Council approved engineering services and construction related to effluent pump upgrades at the West End Sewage Treatment Plant. On November 21, 2022 Council further approved an open tender to solicit competitive quotations for the work and the associated engineering.

Analysis

Two tenders were received and reviewed for the effluent pump upgrades. A detailed summary of the tender analysis can be found in the attached report. The low tender, excluding HST, was submitted by S&T Electrical Contractors Limited, at a cost of \$1,310,150. The low tender is higher than the pre-tender cost estimates by approximately 15%.

Financial Implications

When recoverable HST is removed, the City's cost to complete the construction is estimated to be approximately \$1.34 million. The 2023 Sanitary Rate Supported Budget included \$1,074,586 for this project. The increase in the project can be accommodated within the current year until additional funding is allocated in the 2024 Sanitary Rate Supported Budget.

Strategic Plan / Policy Impact / Climate Impact

The report links to the Strategic Plan Focus Area of infrastructure, and specifically maintaining existing infrastructure.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-187 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Effluent Pump Upgrades

November 20, 2023

Page 2

Respectfully submitted,

Catherine Taddo, P. Eng.

Manager of Development and Environmental Engineering

705.759.5380

c.taddo@cityssm.on.ca

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

November 06, 2023

Our Reference
60505229

Subject: **West End Wastewater Treatment Plant Effluent Pump Upgrades**
Contract No. 2023-05E
Tender Report

1.0 Tender Summary

The City of Sault Ste Marie (City) has retained AECOM Canada Ltd. (AECOM) to provide engineering services for the West End WWTP Effluent Pump Upgrades project. A complete set of Contract Drawings and Specifications were prepared for the project by AECOM for the purposes of tendering to prospective bidders. A tender advertisement was published on October 10, 2023, on the City's website and at the Sault Ste. Marie Construction Association to notify prospective bidders of the availability of tender documents. The tender documents were distributed electronically to interested parties by AECOM.

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

Two (2) tender submissions were received electronically by the City prior to the closing time of 3:00 pm on October 31st, 2023. Both bidders provided hard copies of original bonds delivered to the Civic Centre. The tenders were opened by the City shortly after the closing time at a public tender opening meeting which was streamed live for remote viewing on YouTube. Tenders were reviewed upon opening by the City's purchasing department for compliance with the mandatory tender requirements. All tenders opened met the mandatory requirements which included completion of a mandatory site visit, provision of tender deposit and agreement to bond, a completed form of tender with signature and seal, and acknowledgement of all addenda.

The following table summarizes the Tender Prices submitted, listed from lowest to highest, which includes construction contingency and allowances:

BIDDER NAME	TENDER PRICE (Excluding HST)
S&T Electrical Contractors Limited	\$1,310,160.00
Cecchetto & Sons Limited	\$1,406,622.00

2.0 Pre-Tender Cost Estimate

A Class 'A' pre-tender construction cost estimate was prepared by AECOM for this project, intended to be used for bid comparison purposes. This estimate was completed on October 25, 2023, based on the tender drawings, specifications, and all issued addenda.

The construction costs were estimated to be **\$0.973M** with an accuracy of -5%/+10% and an allowance for 10% adjustment for construction in Northern Ontario, providing an expected range of tender prices from **\$1.02M – \$1.14M**. Both tender submissions received are higher than the high end of the pre-tender cost estimate, ranging from 15% to 22% higher.

3.0 Review of Tenders Received

All tender submissions were provided by the City to AECOM for review. In addition, a detailed post-tender breakdown was also submitted by the two lowest bidders in accordance with the tender document requirements.

The findings from AECOM's review of the submission of the lowest bidder, S&T Electrical Contractors Ltd., are summarized below:

1. The tender package appears complete meeting all the mandatory requirements at time of bid submission, including a Bid Bond in the amount of \$100,000.00, Agreement to Bond for a 100% performance bond and 50% labour and materials bond, and a properly signed and sealed Form of Tender with Addendum Acknowledgements, Statements 'A' to 'C', and the Schedule of Items and Prices.
2. The Schedule of Items and Prices and the Post-Tender Breakdown appear complete and balanced with no mathematical errors or apparent irregularities.
3. The pricing differential between the pre-tender cost estimate and the received tender submissions is attributed primarily to a substantial variance in the Division 11 pricing for the effluent pump package by approximately \$200,000. The pre-tender cost estimate was based upon a manufacturer's quotation received in 2022 with adjustments for year-over-year inflation. The substantial increase in cost can be attributed to additional requirements within the tender documents for the effluent pumps and control panels which were not included within the scope of the manufacturer's quotation.
4. S&T Electrical Contractors Ltd. is a well-known locally based Contractor who has completed numerous public and private sector contracts in the past within the City of Sault Ste. Marie. Statement 'B' Bidder's Experience outlined a list of references and similar projects that they have been completed in the recent years.

4.0 Conclusion

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

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

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

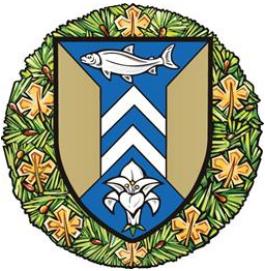
Yours sincerely,



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

Encl.

Form of Agreement



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Peoples Road Sidewalk Extension

Purpose

The purpose of this report is to address a Council resolution from March 20, 2023, which reads:

Whereas only one side of Peoples Road has an asphalt sidewalk; and
Whereas the sidewalk currently ends at the cemetery in the middle of the street; and
Whereas this is a school route for children and safety is an issue, particularly during winter;

Now Therefore Be It Resolved that staff be requested to report back to City Council regarding the extension of the sidewalk to the intersection of Peoples Road and Fourth Line in the 2024 budget.

Background

Peoples Road from Third Line to Fourth Line is a rural collector with both paved and gravel shoulders, and ditches. It was resurfaced in 2018. Typically, rural cross-sections do not include sidewalk; however, an asphalt footpath was extended on the west side of Peoples Road from Third Line north to the last house, civic 1495. The cross section of the road includes a 1.3m asphalt shoulder, 0.8m gravel shoulder, 2m ditch, and a 1.4m footpath. The footpath is located behind the ditch. North of civic 1495 to Fourth Line is Greenwood Cemetery, approximately 400m in length. The west side of the road in this area is a 2m paved shoulder and a 2.9m gravel shoulder. There is no ditch system. This portion of the road also includes a bus stop near Fourth Line.

Analysis

Since the road section adjacent to the cemetery does not have a ditch and the gravel shoulder is used to direct the surface water south to the ditch system, it is

Peoples Road Sidewalk Extension

November 20, 2023

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not recommended that a concrete sidewalk or asphalt path be installed the gravel shoulder. It is not unreasonable for pedestrians to utilize paved and/or gravel shoulders when walking in a rural setting.

It is therefore recommended that pedestrians continue to use the paved shoulder, which surpasses the minimum recommended widths for shoulders on rural cross sections. The overall width of the paved shoulder could be expanded when the road is resurfaced in the future.

Financial Implications

There are no financial implications to this report.

Strategic Plan / Policy Impact / Climate Impact

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

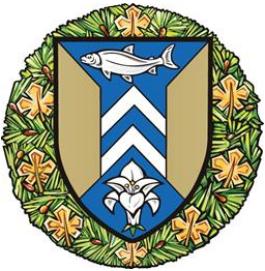
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer, dated November 20, 2023 concerning Peoples Road Sidewalk Extension be received as information.

Respectfully submitted,

Maggie McAuley, P. Eng.
Municipal Services & Design 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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Changes to Financial Guarantees for Development
Agreements

Purpose

The purpose of this report is to update the policy for financial guarantees in development agreements and delegate the authority for signing these agreements to the Director of Planning.

Background

When entering into development agreements, such as Site Plan Control Agreements or Subdivision Agreements, the Developer is required to provide a financial guarantee, typically in the form of a Letter of Credit. In the case of subdivision agreements, the financial guarantee is the principal sum required to construct and install the municipal services. While in Site Plan Control Agreements, the financial guarantee is up to \$25,000 and is to ensure compliance and completion of all works and improvements required under the agreement. Once the Developer has satisfied the requirements of the development agreements, the financial guarantee is returned to the Developer.

The Letter of Credit from a bank or credit union is the preferred method of financial guarantee; however, in recent years, the City has been accepting certified cheques for amounts under \$50,000 rather than Letters of Credit.

Decades ago, Council imposed a maximum limit of \$25,000 for the financial guarantee for a Site Plan Control Agreement. This was done to assist developers during a time of economic struggle. The upset limit for Site Plan Control Agreements has not been raised and is still in use today.

Analysis

Recently, Developers have had difficulty obtaining Letters of Credit in a timely manner. It can take several weeks to several months to obtain a Letter of Credit and this in turn has resulted in delays for Developers to begin projects. As such, Developers have requested that the City consider accepting a bank draft as another option for providing the required financial guarantee.

Changes to Financial Guarantees for Development Agreements

November 20, 2023

Page 2

To facilitate this, staff is recommending that the upset limit on certified cheques as financial guarantees be removed. The Developer would instead enter into a Financial Guarantee Agreement with the City that details the conditions and requirements for submitting a bank draft as the financial guarantee to accompany the development agreement. The Financial Guarantee Agreement will address items such as when the City can draw on the fund, and how the funds will be returned. It will also note that the bank draft will be cashed, and that the Developer will not earn interest on the funds. Any interest earned will be used to offset the administration costs of these policy changes.

The draft template Financial Guarantee Agreement as drafted by the Legal Department is before Council for consideration. If the Developer desires to pursue the option of providing the financial guarantee by way of bank draft, the Developer would enter into this agreement at the same time as the development agreement. Because the Director of Planning has delegated authority to enter into all development agreements, staff is further seeking that Council grant delegated authority to the Director of Planning to sign the Financial Guarantee Agreement on behalf of the City. The City is protected with this option and risk is minimized as the City is in receipt of the actual funds along with an agreement signed by the Developer which sets out how and when the funds can be used. The language in the Financial Guarantee Agreement mirrors the language set out in the Letter of Credit and provides a more timely option for Developers to provide the necessary financial guarantee.

Staff has also seen increased interest in developing condominiums in the community. Many of these condominiums are approved for construction under a Site Plan Control Agreement. Condominium developments can be larger and have more complex servicing requirements and multiple owners. In certain types of condominiums, the City must confirm that it has sufficient financial guarantees for the services within the condominium. The \$25,000 upset limit on the financial guarantee for Site Plan Control Agreements is not sufficient to meet the requirements of condominium developments. Staff is suggesting that the upset limit on Site Plan Control Agreements related to condominium developments be eliminated and that the financial guarantee be calculated based on specific servicing requirements of the development to the satisfaction of the Director of Engineering. This process is similar to determining the financial guarantee for subdivisions. This would minimize risk to the City as the City could be held responsible for finishing a condominium development. The current \$25,000 upset limit is not a sufficient financial guarantee limit and would not cover the costs necessary to finalize a development.

Over the last few years, the issues around Letters of Credit have caused delays in finalizing agreements, thereby delaying the start of construction. With these changes, it is believed that barriers to development can be eliminated, and staff

Changes to Financial Guarantees for Development Agreements

November 20, 2023

Page 3

will have more flexibility in addressing the financial guarantees in development agreements.

Financial Implications

There are no financial implications with this report. Unless there are issues, funds that are collected as financial guarantees are returned to the Developers when the project is deemed complete.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the service delivery focus area of the strategic plan. The changes would streamline the development approvals process and remove barriers to construction.

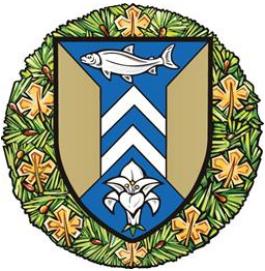
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-191 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Maggie McAuley, P.Eng.
Municipal Services and Design 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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, Solicitor
DEPARTMENT: Legal Department
RE: Lease amending agreement between City and Bell Mobility Inc. – Bellevue Marina Tower

Purpose

The purpose of this report is to request Council's approval to enter into a Lease amending agreement between the City and Bell Mobility Inc. enabling Bell Mobility Inc. to run a hydro/fibre route of 1m x 241m from the area leased for the Bell Tower to the nearest conduit.

Background

The City and Bell Mobility Inc. entered into a land lease in September of 2022 for the construction of a Bell Tower at the Bellevue Marina. Bell Mobility Inc. has recently located an appropriate conduit and wished to include the lands to be occupied as part of the lease. Construction on the tower is expected to begin shortly.

Analysis

The amending lease covers the location of the hydro/fibre route from the Bell Tower to the conduit. The amending lease also updates the exact measurements of the supporting foundation for the tower from 9.5m x 9.5m to 10.7m x 10.7m. Staff and Bell Mobility Inc. have no objection to the proposed minor changes.

Financial Implications

There are no financial implications to this amendment. Bell Mobility Inc. will be paying the previously negotiated lease rate of \$6,100 (subject to annual CPI) once the tower is constructed.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-170 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Bell Mobility Inc. – Bellevue Tower Lease

November 20, 2023

Page 2.

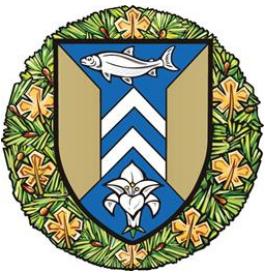
Respectfully submitted,

Jeffrey King

Solicitor

705.759.2662

j.king3@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Peter Tonazzo, MCIP, RPP
DEPARTMENT: Community Development and Enterprise Services
RE: Streamline Development Approval Fund

Purpose

The purpose of this report is to provide a summary of the projects undertaken with Provincial Streamline Development Approval Funds. A publicly available Council report is a requirement under the funding agreement.

Background

On January 19, 2022, Premier Ford announced more than \$45 million for a new Streamline Development Approval Fund (SDAF) to help Ontario's 39 largest municipalities modernize, streamline and accelerate processes for managing and approving housing applications.

On March 4, 2022, the City entered into an agreement with the Province for \$1.75 million of Streamline Development Approval Funding.

Analysis

Project 1 – Online Application Tool

The Sault Ste. Marie Innovation Centre was retained to develop an integrated online application tool that will allow all *Planning Act* and building permit applications to be submitted and processed through the tool. The tool will also allow for online payment and online booking for pre-consultation meetings with staff. The tool will house all files on one platform, with GIS integration (Project 2 described below). Applicants and staff will be able to view their file to see where a particular application exists within the process. Staff is currently piloting and training with the portal. It is anticipated that the portal will be fully functioning in early 2024.

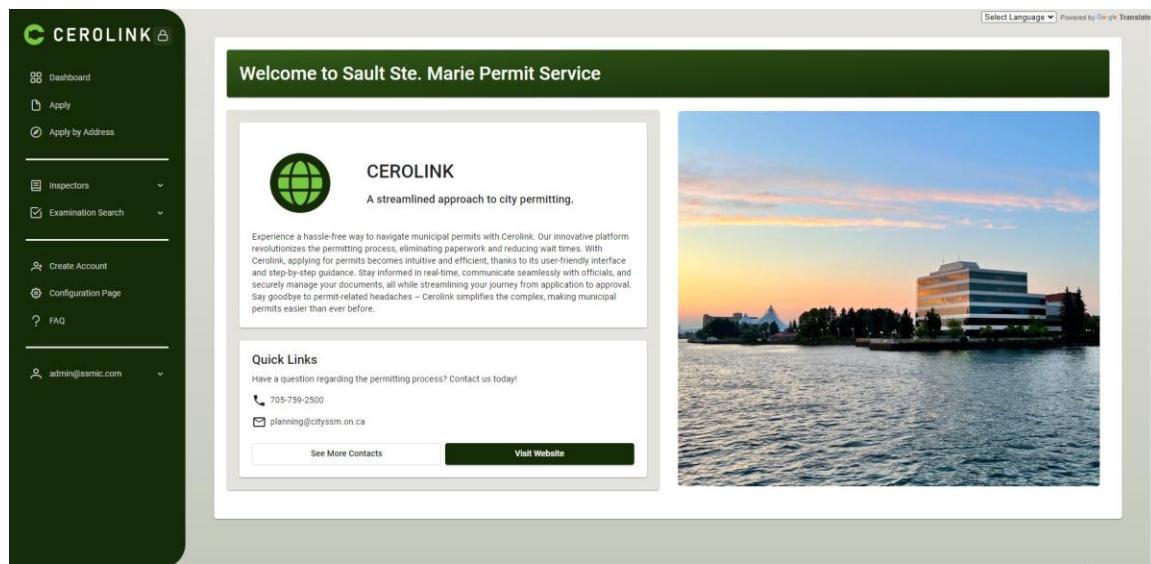
Project Outcomes

There will be more efficient processing of applications with special regard for increased transparency and accountability for all parties involved. Developers, consultants, and staff will be able to see where various projects are in the process. The tool will also allow for further analysis to identify process deficiencies so that corrective actions can be taken.

Streamline Development Approval Fund Final Project

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Project 2 – Online Application Tool – GIS Enhancement/Integration

The Sault Ste. Marie Innovation Centre was retained to enhance the City's GIS system and fully integrate GIS with the online application tool.

Project Outcomes

GIS integration with the online application tool will significantly streamline administration processes and application approvals, as property information will be easily accessible through the GIS system.

Project 3 - Wastewater Capacity and Sewer Flow Modelling

AECOM was retained to develop a model of the City's sanitary sewer system, complete capacity studies of both wastewater sewage treatment plants and complete condition assessments with associated capacity assessments of the drainage areas and pump stations. The model, condition and capacity assessments will assist developers and City staff in determining wastewater and sewage treatment capacities to support future residential development, reducing the time and expense required to design and approve wastewater systems.

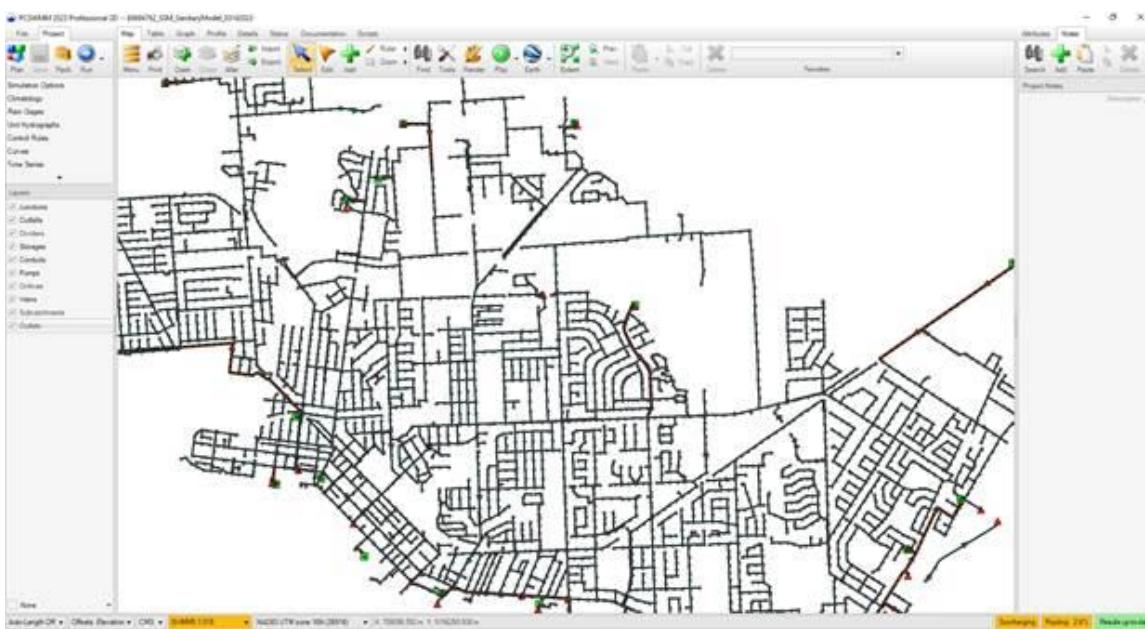
Project Outcomes

The model, condition and capacity assessments will assist developers and City staff in determining wastewater and sewage treatment capacities to support future residential development, reducing the time and expense required to design and approve wastewater systems.

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Project 4 – First Neighbourhoods Study (Housing Action Plan and Housing Community Improvement Plan (CIP))

<https://publicinput.com/e2431#1>

WSP was retained to develop a Housing Action Plan and a Community Improvement Plan. The Housing Action Plan outlines the various strategies the City will undertake to '*Build More Homes Faster*', including but not limited to: identifying strategic development areas, which will be the focus of new residential growth; increased regulatory flexibility, such as permitting more types of dwellings in more zones; and gentle density – permitting up to 4 dwelling units on any lot as a matter of right. The CIP includes a suite of detailed incentives for new housing, with special regard for affordable and rental housing.

Projected Outcomes

Greater regulatory flexibility will eliminate numerous *Planning Act* applications, thus reducing the time and costs for housing projects to be shovel ready. The Community Improvement Plan will provide a variety of incentives to construct more homes.

Project 5 – Subdivision Process Mapping and Design Standards

[Land Division – City of Sault Ste. Marie \(\[saultstmarie.ca\]\(http://saultstmarie.ca\)\)](http://saultstmarie.ca)

Tulloch Engineering was retained to develop Plan of Subdivision/Condominium process maps, complete application guidelines and engineering design standards.

Projected Outcomes

The process maps, complete application guidelines (with terms of reference for required studies) and engineering standards are provided to all applicants and utilized throughout the application process so that applicants and staff have an awareness of all requirements, from pre-consultation to final subdivision

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approvals. This reduces a number of procedural, timing and cost uncertainties within the process.

Project 6 – Parking Requirements Review

<https://publicinput.com/e2431#1>

CIMA+ was retained to undertake a review of parking requirements in the Downtown with the overall goal of reducing minimum parking requirements and modernizing parking regulations. The review also included an assessment of municipally owned and operated parking lots and on-street spaces, to determine if appropriate parking supply exists in relation to demand on a locational basis. The review also looked at minimum parking requirements in the Downtown and throughout the entire community.

Projected Outcomes

The overall goal of reducing minimum parking requirements will not only facilitate higher residential densities and unlock residential development potential on underutilized parking lots, it will also reduce numerous *Planning Act* applications to reduce minimum parking requirements, thus streamlining development approvals by eliminating many applications.

Project 7 – PublicInput Software

Procuring an online public engagement tool.

<https://publicinput.com/e2431#1>

Projected Outcomes

This tool facilitates online public outreach and engagement on a variety of municipal initiatives resulting in a more efficient and effective consultation process and a more informed public.

Project 8 – Parks and Recreation Master Plan and Parkland Dedication By-law -

<https://publicinput.com/c0510>

Thinc Design was retained to develop a Parks and Recreation Master Plan, and a Parkland Dedication By-law.

Anticipated Outcomes

The Master Plan and Dedication By-law will assist the City in ensuring there are appropriate levels of parkland, recreational facilities and programming levels to support future growth, changing demographics and increased residential development densities.

The parkland dedication by-law will provide staff and developers with regulations outlining the City's expectations for parkland dedication, providing developers with greater upfront certainty in the approvals process.

Project 9 – Hiring Additional Staff to Process Applications

Anticipated Outcomes

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Engineering hired a Construction Supervisor to transfer a number of duties from the Municipal Services Engineer to allow more time for the Municipal Services Engineer to focus on receiving and processing various development applications. At Building's 2021 Annual Public Open House, industry stakeholders (developers, builders, etc.) insisted the Building Division increase its service level with the addition of staff in order to meet current record construction activity and anticipated increased activity over the next 4 years. Building Division hired an Office Clerk.

The Office Clerk is a new position to act as a first contact for building permit applications and direct the public to the appropriate staff for further assistance on other applications, such as *Planning Act* applications. This position has resulted in faster, easier access to appropriate staff, as well as freeing up other staff resources to focus on processing development applications.

Project 10 – Civic Centre Lobby Renovations

Renovations to the Civic Centre lobby to among other things, relocate frontline Building Division staff to publicly accessible space within the Civic Centre.

Anticipated Outcomes

Renovations to the Civic Centre are intended to serve a number of purposes. One that is paramount is to relocate front line Building Division staff to the main lobby area so they are more easily accessible to assist with building permit applications. Currently, Building Division staff must physically move from their offices on the level 5 to attend an inquiry in the lobby. Often one or more trips back to level 5 are required to access relevant files. This relocation will streamline the building permit approvals process.

Financial Implications

In total, staff will be claiming approximately \$1.46 million (excluding HST) from the Provincial Streamline Development Approval Fund, in support of the projects outlined above. The municipality will be required to pay it's non-rebateable portion of the HST, in the amount of approximately \$25,600.

Strategic Plan / Policy Impact / Climate Impact

Many of the projects undertaken relate to the Community Development and Service Delivery focus areas of the Corporate Strategic Plan. The anticipated outcomes are higher levels of customer service and streamlined development approvals which will facilitate higher levels of community development.

This report is not directly linked to any policies contained with the Greenhouse Gas Emissions Reduction Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Planning dated November 20, 2023 concerning Streamline Development Approval Fund Final Project be received as information.

Streamline Development Approval Fund Final Project

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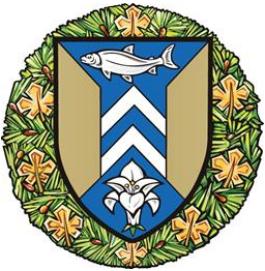
Respectfully submitted,

Peter Tonazzo, MCIP, RPP

Director of Planning

705.759.2780

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The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Salvatore Marchese, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Economic Development Community Improvement Plan
Extension to 2028

Purpose

The purpose of this report is to request City Council's approval to give public notice in accordance with the requirements of the *Planning Act* for a five year extension to the Economic Growth Community Improvement Plan that has been in effect from 2018-2023.

Background

In November 2016, staff were asked to investigate and report on the feasibility of implementing an Industrial Community Improvement Plan.

In May 2017, Council requested staff consider the costs and potential benefits of implementing a Community Improvement Plan for all industrial and commercial property tax classes.

In July 2018, Council enacted By-law 2018-152 to implement the Economic Growth Community Improvement Plan that expired in July 2023.

Analysis

The Community Improvement Plan provides either a one time grant of up to \$100,000 (amount is only to be exceeded with a special Council request); or a grant of up to 100 percent of the incremental increase in the municipal portion of the property taxes for a maximum of three years resulting from the development.

Tax Increment Equivalent Grant		
Year 1	Year 2	Year 3
100% of Tax Increase	100% of Tax Increase	100% of Tax Increase

The total funds available for the tax increment are subject to a yearly amount approved by Council.

Economic Development Community Improvement Plan Extension to 2028

November 20, 2023

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The programs are currently limited to ‘export’ orientated businesses. The renewal of the plan would see this requirement removed. The following emerging economic sectors would qualify for significant new investment as part of the program:

- Agriculture, aquaculture and food processing;
- Arts, culture and creative industries;
- Digital economy;
- Forestry and value-added forestry related industries;
- Health sciences;
- Minerals sector and mining supply and services;
- Primary, secondary, value-added and advanced manufacturing;
- Renewable energy and services;
- Tourism;
- Transportation, aviation and aerospace industries; and
- Water technologies and services.

The aforementioned sectors have been identified as emerging opportunities in the Growth Plan for Northern Ontario.

The draft Community Improvement Plan with details of the program is attached.

The renewal seeks to keep the core program intact while expanding on eligibility to include applicants beyond those strictly in ‘export’ oriented industries. Key elements of the Economic Development Fund (EDF) seek to focus on net job creation, increased tax assessments, and economic development projects.

The business landscape has evolved since the program was first started. By removing the requirement for ‘export’ only oriented businesses, opportunities for a wider range of local businesses will allow for investment in line with the core values of the EDF.

The proposed renewal of the program will see the responsibilities for the oversight of the program shift from Planning to Economic Development. Through an evaluation of the program it was determined that while Community Improvement Plans are a mechanism implemented through the *Planning Act*, the evaluation of applications for the program would be effectively handled by the Economic Development Department which consults and works with potential applicants for the program and administers the EDF.

It should be noted that all applications will be reviewed by a committee composed of the Deputy CAO of Community Development and Enterprise Services, Chief Financial Officer/City Treasurer, the Director of Planning and the Director of Economic Development. Final approval of any grant will be a decision of City Council.

Economic Development Community Improvement Plan Extension to 2028

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The program has been successful in supporting significant investment in the City. Recipients of the program have included:

- Tenaris;
- Rolling Pictures Studios;
- Rusty Halo Productions;
- Stardust Pictures Studios;
- JD Aero;
- N1 Solutions; and
- Agawa Tour Train Building (Tax Increment Equivalent Grant)

The program has allowed participants to either expand operations or establish a presence in the City that has led to the creation of additional jobs and increased the tax base for the long term.

With the modified parameters of the program and forecasted growth of the City, a renewal of the program will lead to further investment and assist in ensuring that there is a diversified supply of jobs as well as further increasing the tax base of underutilized properties.

Financial Implications

The tax rebate will result in a levy increase for the first year of the rebate which will negate the assessment growth added for the project. The tax rebate results in the deferral of the full incremental tax increase resulting from the project until after the rebate period.

The one time grant will be funded through the Economic Development Fund from within the current funding level and is not expected to increase the funding obligation beyond what currently exists.

Strategic Plan / Policy Impact / Climate Impact

The extension of this incentive program is consistent with the Community Development focus area of the Corporate Strategic Plan. Specifically, this program creates economic activity, develops partnerships with key stakeholders and maximizes economic development and investment.

This program is consistent with and supports the following:

- Provincial Policy Statement 2020;
- Growth Plan for Northern Ontario 2011;
- Community Adjustment Committee recommendations;
- City of Sault Ste. Marie Corporate Strategic Plan;
- City of Sault Ste. Marie Official Plan;
- Sault Ste. Marie Industrial Land Development Strategy; and

Economic Development Community Improvement Plan Extension to 2028

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There are no significant climate change impacts anticipated from this application, however a number of emerging economic sectors support initiatives aimed at greenhouse gas emission reduction.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated November 20, 2023 concerning an extension to the Economic Growth Community Improvement Plan be received and that Council authorize the Planning Division to give public notice in accordance with the *Planning Act* for this matter to be heard on December 18, 2023.

Respectfully submitted,

Salvatore Marchese
Junior Planner
705.759.5445
s.marchese@cityssm.on.ca

Economic Growth Community Improvement Plan Renewal 2023-
2027

SAULT STE. MARIE

ECONOMIC GROWTH COMMUNITY IMPROVEMENT PLAN 2023

DRAFT

Legislative Authority

Section 28 of the Planning Act and Section 365.1 of the Municipal Act allow municipalities to issue grants or loans, or provide property tax assistance to registered owners, assessed owners or tenants of lands within a Community Improvement (CIP) Project Area.

Section 28(2) of the Planning Act and Part VII (Implementation) of the City's Official Plan allows City Council to designate the whole or any part of the area covered by the Official Plan as a Community Improvement Project Area. On February 6, 2006 City Council approved By-Law 2006-32 to designate the entire municipality as a Community Improvement Project Area.

This Economic Growth Community Improvement Plan has been prepared as permitted by Section 28(4) of the Planning Act and includes the authority for City Council to make grants or loans, in conformity with the Community Improvement Plan, to registered owners, assessed owners and tenants of lands and buildings within the Community Improvement Project Area for eligible costs as permitted by Section 28(7) of the Planning Act.

Section 28(7.1) of the Planning Act defines eligible costs to include costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of land and buildings for rehabilitation purposes or for the provision of energy-efficient uses, buildings, structures, works, improvements or facilities.

The Economic CIP is consistent with Section 106 of the Municipal Act.

Public Notice of City Council's intent to adopt the Economic Growth CIP was published in accordance with Section 28(5) of the Planning Act.

Background

The intent of the Economic Growth Community Improvement Plan is to increase Sault Ste. Marie's competitiveness in attracting major new investment to the community in partnership with senior levels of government.

Specifically, the Economic Growth Community Improvement Plan permits the use of property tax grants as an incentive to encourage new investment and employment. A grant may be provided as a direct payment or as a tax credit.

Although manufacturing jobs have traditionally formed the community's economic base, other targeted oriented employment also includes:

- Agriculture, aquaculture and food processing
- Arts, culture and creative industries
- Digital economy
- Forestry and value-added forestry related industries
- Health Sciences
- Minerals sector and mining supply & services
- Primary, secondary, value-added and advanced manufacturing

- Renewable energy and services
- Tourism
- Transportation, aviation and aerospace industries
- Water technologies and services

On February 6, 2006 City Council approved By-law 2006-32 to designate the entire municipality as a CIPA.

The Economic Growth Community Improvement Project Area includes all properties within Sault Ste. Marie.

Addressing the Challenge

Since 2003 the City, with financial assistance from both the Federal and Provincial governments, has invested significantly to acquire property and extend water, sewer, road and rail services in industrial areas. Some of these properties benefit from having direct access to a major truck route, rail service through Algoma Steel and the deep-water port facilities provided by Purvis Marine Limited.

The Economic Growth CIP permits a financial incentive to create new jobs and stimulate population growth within the City.

The Project Goals and Objectives include:

- To attract significant investment and employment to Sault Ste. Marie
- To further diversify the local economy
- To increase the municipality's tax base
- To capitalize upon the significant investments that were made to acquire and service some industrial lands with the Project Area

Relevant Planning Policies and Regulations

Provincial Policy Statement

The Provincial Policy Statement 2020 contains requirements for the Municipality that include:

- *Section 1.1* Managing and directing land use to achieve efficient and resilient development and land use patterns.
- *Section 1.3.1* Planning authorities shall promote economic development and competitiveness by:
 - a) Providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
 - b) Providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
 - c) Facilitating the conditions for economic investment by identifying strategic sites for investment, monitoring the availability and suitability of employment

sites, including market-ready sites, and seeking to address potential barriers to investment.

- *Section 1.6.1* Infrastructure and public service facilities shall be provided in an efficient manner that prepares for the impacts of a changing climate while accommodating projected needs.
- *Section 1.7.1* Long-term economic prosperity should be supported by:
 - a) Promoting opportunities for economic development and community investment-readiness;
 - c) Optimizing the long-term availability and use of land, resources, infrastructure and public service facilities;
 - f) Promoting the redevelopment of brownfield sites.

The Economic Growth Community Improvement Plan is consistent with and supports the Provincial Policy Statement 2020.

Growth Plan for Northern Ontario 2011

The Growth Plan for Northern Ontario requires that municipalities:

- (*Section 1.4*) Create a highly productive region, with a diverse, globally competitive economy that offers a range of career opportunities for all residents.
- (*Section 2.2*) Work with the Province to focus economic development strategies on existing and emerging priority economic sectors.

The Economic Growth Community Improvement Plan is consistent with and supports the Growth Plan for Northern Ontario 2011.

Community Adjustment Committee Recommendations

In 2017, the City in partnership with the Ministry of Advanced Education and Skills Development created a Community Adjustment Committee to make recommendations on improving economic growth and diversity, social equity, cultural vitality, and environmental sustainability in Sault Ste. Marie. The Committee's final report, "A Common Cause and New Direction for Sault Ste. Marie" identified eight overarching goals among a total of 35 recommendations. These recommendations include: a refocus on economic and community development, growth from within, and new efforts to grow the information technology, global tourism and research sectors.

The Economic Growth Community Improvement Plan conforms with and implements the recommendations of the Community Adjustment Committee.

City of Sault Ste. Marie Corporate Strategic Plan

The City's Corporate Strategic Plan identifies Community Development and Partnerships as a strategic focus area. Specifically, "foster an environment where economic development dollars are maximized so that existing and new businesses can flourish."

Official Plan

The Economic Development Section (Part III) of the City's Official Plan identifies the following goals:

- To ensure that adequate employment opportunities and other financial resources are available to permit all residents to enjoy a good standard of living.
- To identify new wealth creating opportunities.
- To assist local business and other community groups to develop these opportunities.

The Industrial Land Use section (Part VI) of the City's Official Plan states:

- Where private interests are unable to maintain an acceptable inventory, the City shall acquire and develop industrial land. The City may enter into partnerships with private interests for the development and marketing of industrial lands.

The Official Plan also includes a number of specific policies on Commercial Land Use (Section 2.3.2) and Industrial Land Use (Section 2.3.3).

The Economic Growth Community Improvement Plan conforms to the City's Official Plan.

Industrial Land Development Strategy

In 2001, City Council approved an Industrial Land Development Strategy that reviewed a number of properties that may be suitable for industrial development throughout the community. The recommendations included acquiring and servicing both the Yates Avenue Industrial Area and the Leigh's Bay Road Industrial Area as priorities. Both properties have since been purchased and serviced by the City.

Economic Growth Community Improvement Program Criteria

To be eligible for the proposed financial incentives described below, the following criteria will be applied:

- Potential program participants must be an identified priority business in the following sectors to be considered for the Economic Growth Community Improvement Program:
 - Agriculture, aquaculture and food processing
 - Arts, culture and creative industries
 - Digital economy
 - Forestry and value-added forestry related industries
 - Health sciences
 - Minerals sector and mining supply & services
 - Primary, secondary, value-added and advanced manufacturing
 - Renewable energy and services

- Tourism
 - Transportation, aviation and aerospace industries
 - Water technologies and services
- A significant total project investment as determined by the Community Improvement Plan Committee is required, creating or protecting existing jobs during the program excluding jobs solely associated with construction.

Eligible program participants include registered owners, assessed owners, tenants and assignees as identified in Section 28(7) of the Planning Act.

Subject to City Council approval, the following financial incentives may be used to encourage new development and the rehabilitation of lands and buildings that meets the eligibility criteria within the Project Area:

- A grant of up to \$100,000 per project or as approved by City Council.

or
- A grant of up to 100 percent of the incremental increases in the municipal portion of the property taxes for up to three years resulting from the development, rehabilitation and reassessment of lands and buildings within the Project Area.

The total value of any grant cannot exceed the cost of redevelopment.

In addition, eligible program participants may apply for educational tax assistance of the educational portion of property taxes through the Province of Ontario's Brownfields Financial Tax Incentives Program (BFTIP). Applications for this program should be made directly to the Ontario Ministry of Finance.

Administration

Project incentives available under this Community Improvement Plan will be administered by a Community Improvement Plan Committee with representation from the City's Community Development and Enterprise Services, Finance, Economic Development, and Planning. Final approval of any assistance is subject to City Council authorization.

- An application to the City shall generally be received prior to the application for a building permit for the project to be considered under the program.
- Property taxes must not be in arrears at the time of application or throughout the duration of the project.
- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved.
- Applicants must agree to not file a property tax appeal while receiving a grant under this program.

- The property will not be eligible for a vacancy rebate during the program.
- Should the project fail to meet the eligibility requirements during the program, the full amount of property taxes including interest will become due and payable as if no incentives had been approved.
- Approved project incentives are applicable to the registered owner and the grant is assignable to any person to whom such an owner has assigned the right to receive the incentive such as a tenant or other assignee.
- This program may be used in combination with any other program provided that the total amount of assistance provided does not exceed the eligible costs.
- This program will remain in effect for five years, but may be extended by City Council subject to appropriate review and notice.
- Additional information is contained in the Economic Growth Community Improvement Plan guide & application.

Where a grant is approved, the following conditions apply:

- Approval is subject to a contribution agreement.
- Funds will be released upon receipt of invoices and proof of payment for completed work.

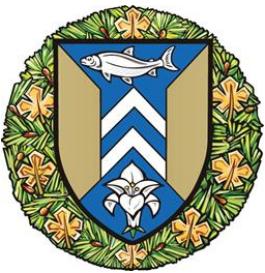
Where the grant program is approved for use, the following conditions apply:

- The grant is based upon increases in property taxes as a result of development and rehabilitation, and is not based on occupancy or changes in occupancy.
- The maximum grant will be calculated based on the difference between the assessed value of the property prior to the date of the application for building permit and the assessed value at occupancy.
- The municipal portion of the grant will be calculated after tax capping calculations have been applied as required by Part 9 of the Municipal Act.
- If the property is sold, conveyed, assigned or otherwise transferred in whole or in part before the program lapses no further grant shall be given by the City. Nothing in this section prevents the City from entering in a new agreement with any subsequent owners of the property to receive the balance of the grant under this program.

City Council will review this Community Improvement Plan annually to ensure that the intent and project objectives are being met. City Council may discontinue or modify all or part of the program incentive without a formal amendment to the Community Improvement Plan, provided that the variation does not exceed the original maximum credit allowed.

If a court of competent jurisdiction declares any section or part of a section of this by-law to be invalid, such section or part thereof, shall not be construed as having persuaded or influenced City Council to pass the remainder of the bylaw, and it is hereby declared that the impugned section shall be severable and distinct from the remainder of the by-law, and the remainder of the by-law shall be valid and remain in force.

DRAFT



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Malcolm White, CAO
DEPARTMENT: Chief Administrative Officer
RE: Veterans Commemorative Monument – Site Approval

Purpose

The purpose of this report is to confirm a previous Council's approval in principle to locate the proposed Veterans Commemorative Monument in John Rowswell Park.

Background

The Veterans Commemorative Monument (VCM) committee made a presentation to Council regarding the proposed monument on August 11, 2014. At that time the following resolution was passed:

Resolved that Council approve in principle the concept of a Veterans Commemorative Memorial to be erected adjacent to the city's waterfront and that appropriate staff be involved in the planning, mechanics, site preparation and that Council assist and support any applications for funding to finance this noteworthy project.

Following this approval, the VCM committee began a fundraising campaign to cover the costs of building and installing the monument. For reasons that will be outlined in the committee's presentation tonight, these efforts were delayed.

The VCM committee is now prepared to move ahead with a new campaign, but, given the length of time since it was last before Council, is seeking confirmation of the previous approval from this Council.

The VCM committee has provided the attached backgrounder and drawings of the proposed monument and is in attendance to provide a presentation to Council.

Analysis

Staff have reviewed the proposed siting of the monument and assessed the impact on current activities in the area. Two items of concern were the impact the monument would have on both activities associated with Rotaryfest and the winter skating trail that runs through John Rowswell and Clergue Park. Staff facilitated a meeting between Rotaryfest organizers and the VCM committee to discuss concerns. While supportive overall of the proposal, Rotaryfest's two concerns were

Veterans Commemorative Monument – Site Approval

November 20, 2023

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focused on ensuring that the footprint of the monument didn't impact event activities in the area and that the monument could be protected from potential damage/harm during events.

In order to address these concerns and staff's concerns regarding impact to the skating trail, the VCM committee agreed to shift the proposed location as much as practicable to the southwest to reduce these impacts. Regarding the concern over potential harm/damage to the monument during Rotaryfest, staff are confident that this can be managed as part of operational preparations for the event as a whole.

Financial Implications

The anticipated financial impact to the City would involve providing upkeep and maintenance to the monument once constructed. The specifics of this impact will be the subject of a future council report.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not specifically 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 November 20, 2023 concerning Veterans Commemorative Monument Site Approval be received and that the recommendation to approve the location of the proposed monument in John Rowswell Park, subject to any necessary legal agreements, be approved.

Respectfully submitted,

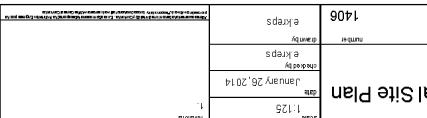
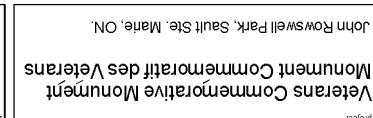
Malcolm White
CAO
705.759.5347
cao.white@cityssm.on.ca



John Rowsell Park, Saint John, ON
Veterans Commemorative Monument
Monument Commémoratif des Vétérans

Project: L-300
Area: 1,260 sq.m.
Scale: 1:100
North arrow: N
Sheet No.: 1406
Sheet Name: e Herbs
Drawing No.: 1406
Date: January 26, 2014
Architect: e Herbs
Designer: e Herbs
Project Manager: e Herbs
Client: e Herbs





Veterans Commemorative Monument
Monument Commémoratif des Vétérans

Project

1406

Leaves

Scale

North

Drawing

Date

1-125

Sheet

Section

Detail

Notes

Comments

Revisions

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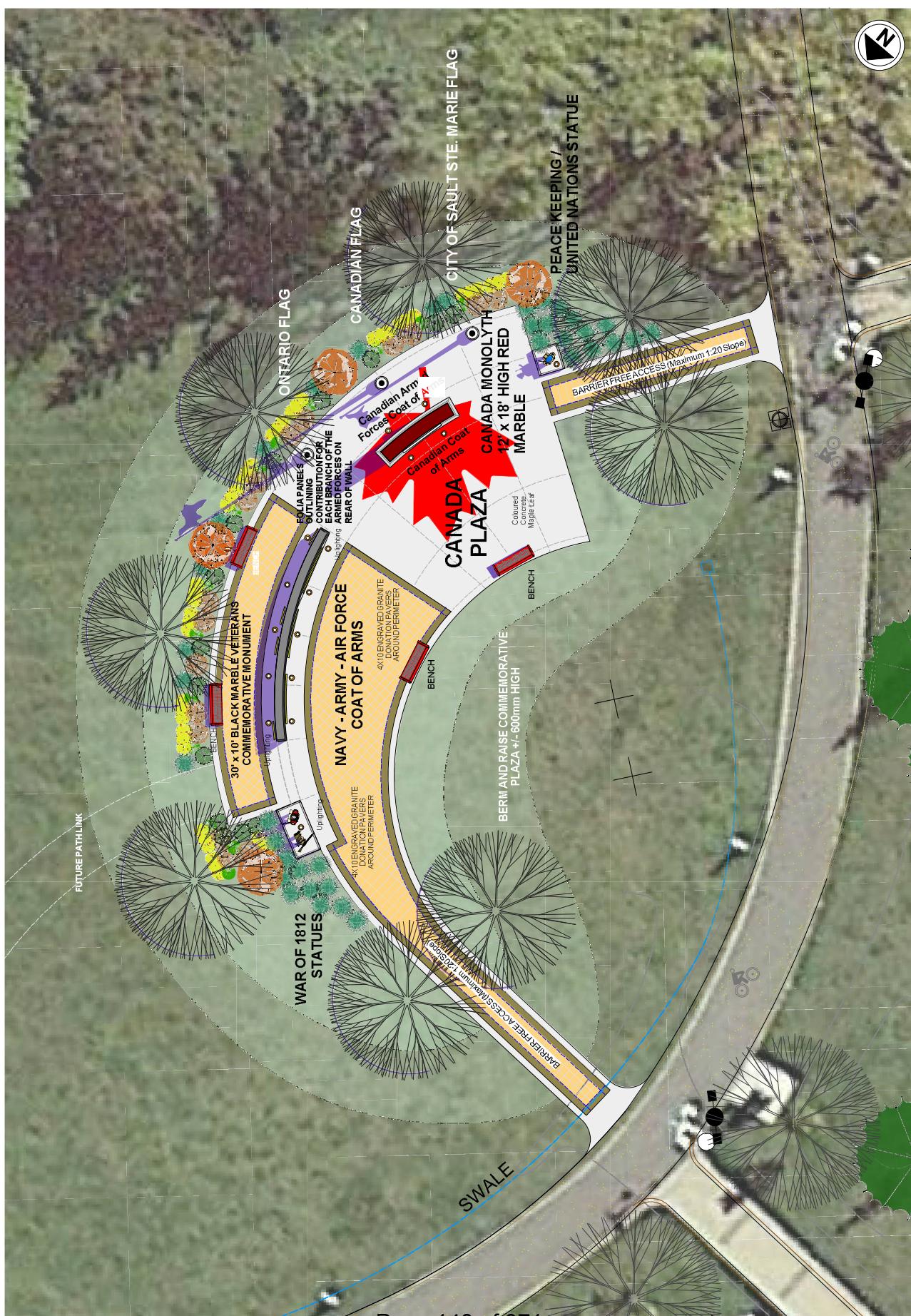
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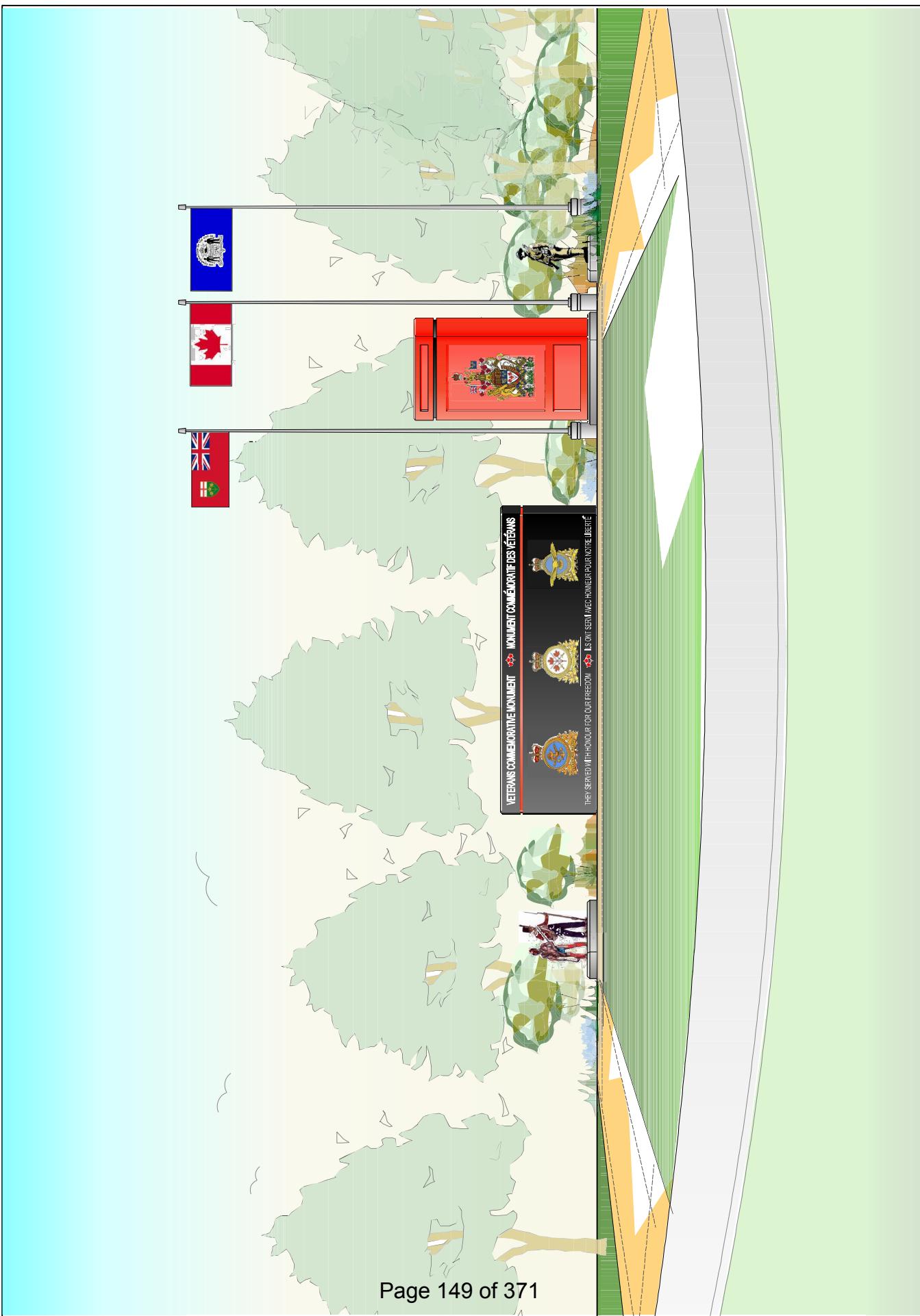
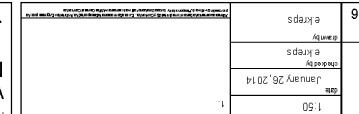
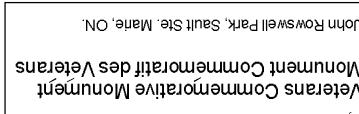
Labels

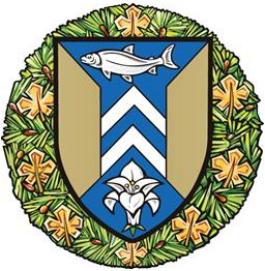
Annotations

Notes



John Rowswell Park, Sault Ste. Marie, ON
Monument Commémoratif des Vétérans
Vétérans Commémorative Monument





The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicholas Cicchini, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-11-23-Z - 1281 Great Northern Rd (Onofrio)

PURPOSE

The applicant, John Onofrio, has submitted an application to rezone 1281 Great Northern Road to permit up to five (5) residential dwelling units on the second floor only.

PROPOSED CHANGE

The applicant is seeking Council's approval to rezone the subject property from Highway Zone (HZ.S.160) with Special Exception 160 to Highway Zone (HZ.S.160 Amended) with an amended Special Exception 160 to permit up to five (5) Residential Dwelling Units on the second floor of the existing building only in addition to those uses currently permitted in a Highway Zone.

Subject Property:

- Location: South West corner of Great Northern Road and Fourth Line East
- Approximate Size: 56m (183.73ft) of frontage along Great Northern Road, 130.2m (427.17ft) of frontage along Fourth Line East, area totaling 0.654 Ha (1.62 Acres).
- Present Use: Retail Sale of Stone Products and Accessories, and Professional Scientific and Technical Services office space.
- Owner: Onofrio's Inc.

BACKGROUND

In 1998, Council rezoned the subject property to permit the retail sale of stone products.

On July 31, 2023, Council rezoned the subject property to permit Professional Scientific and Technical Services as an additional permitted use.

ANALYSIS

Conformity with Official Plan

Schedule C (Land Use) of the Official Plan designates the property as Commercial. The following policy supports this application:

C.1 The conversion of existing vacant commercial space to residential or other non-commercial use shall be encouraged where appropriate and permitted subject to Zoning By-law approval without an Official Plan amendment.

This development represents conversion of existing vacant second floor commercial space to residential. Therefore the proposal is consistent with the Official Plan.

Conformity with Provincial Policy Statement 2020

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council's decision must be consistent with the policies contained in the PPS. The proposed amendment has been reviewed against these policies and is consistent as follows:

Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

1.1.1 Healthy, livable and safe communities are sustained by:

a) Promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;

b) Accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons)...;

Housing

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by:

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;

Conformity with Growth Plan for Northern Ontario 2011

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

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

COMMENTS

As residential uses are considered to be sensitive, the applicant retained Pinchin Ltd. to provide a Noise Impact Letter of Opinion (attached) on converting the second floor of the existing building to residential units.

Pinchin has identified six (6) potential noise sources present during normal operation:

1. Air Compressor;
2. Forklift reverse alarm (Exterior);
3. Fusion stone cutting saw;
4. Overhead cranes on rails;
5. Titan finishing grinder; and
6. Wood saw

It is Pinchin's professional opinion that the identified potential noise sources under normal operation are unlikely to cause adverse effects to future residents in the proposed residential units, Pinchin is however recommending the following noise mitigation measures:

1. Removing the door leading to the mezzanine over the shop and sectioning it off by filling the hole with a wall;
2. Adding soundproofing to the wall adjacent to the shop with the wood saw; and
3. Filling in the vent hole.

The applicant proposes five (5) parking spaces in addition to the existing fourteen (14) parking spaces, which satisfies the minimum parking requirements in Zoning By-law 2005-150.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on October 27, 2023. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on October 28, 2023.

Public Comments

At the time that this report is dated, no public comments have been received by City staff.

Application Circulation

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

PUC Services

No concerns with the proposed rezoning. If water servicing requirements change, a new water servicing application will be required. Once electrical service information is received, if deemed required, the application will be reviewed and a service letter will be issued.

Building Division

Building Division would like to advise that the filling of a Record of Site Condition (RSC) will be required for the proposed dwelling units. Stone cutting and warehousing is considered an industrial use under the Ontario Building Code's Building Classifications. Section 32(1) (b) requires that a phase II Environmental Site Assessment (ESA) be completed for any property that is used or has ever been used for an industrial use.

Canada Post

Canada Post will provide mail delivery service to the development through a centralized lock box assembly. The developer must supply, install, and maintain the mail delivery equipment to Canada Post's specifications.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan. There are no significant climate change impacts anticipated from this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated November 20, 2023 concerning Zoning By-law Amendment Application A-11-23-Z be received and that Council approve the application to rezone the subject property from Highway Zone (HZ.S.160) with Special Exception 160 to Highway Zone (HZ.S.160 Amended) with an amended Special Exception 160, to permit up to five (5) residential dwelling units on the second floor only of the existing building only, in addition to those uses currently permitted; and that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

Respectfully submitted,

A-11-23-Z 1281 Great Northern Road

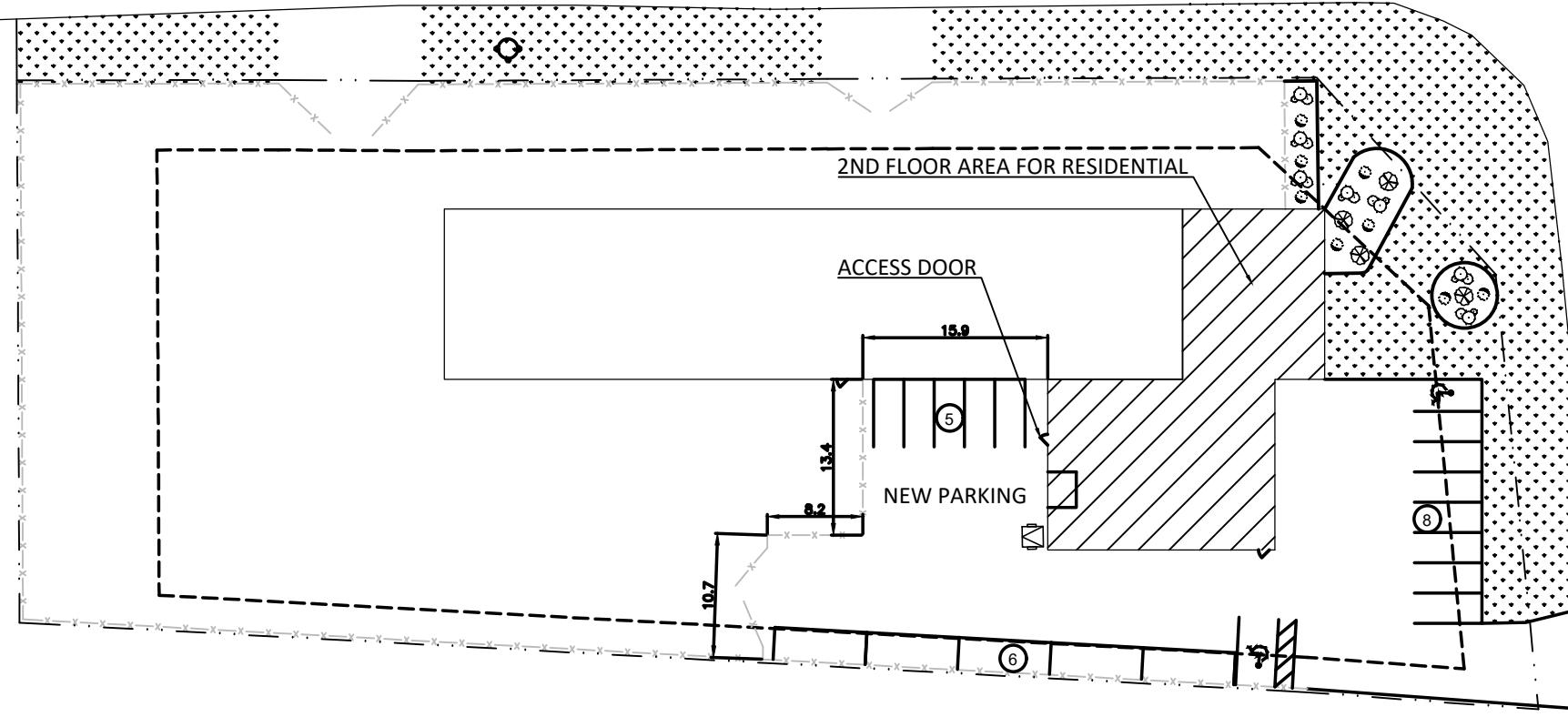
November 20, 2023

Page 5.

Nicholas Cicchini
Junior Planner
705.759.5375
n.cicchini@cityssm.on.ca

FOURTH LINE E

GREAT NORTHERN ROAD



NOTES:

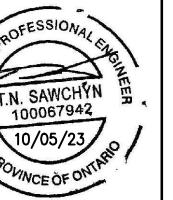
- THIS IS NOT A LEGAL SURVEY. THIS PLAN IS TO OUTLINE PROPERTY AND BUILDING MEASUREMENTS ONLY. IT IS NOT A LEGAL DOCUMENT. A TIE-IN SURVEY WOULD FINALIZE EXACT BUILDING LOCATION AND DIMENSIONS.
- NO PLANNED CHANGES TO EXTERIOR OR LANDSCAPING, EXCEPT MOVING FENCE FOR NEW PARKING.

LEGEND	
[Dotted pattern]	GRASS
[Plants icon]	LANDSCAPING/PLANTS
[Refuse container icon]	REFUSE CONTAINER
[Chain-link fence icon]	CHAIN LINKED FENCE
[Dashed line icon]	SETBACK LINES
[Solid line icon]	PROPERTY LINES
[Fire hydrant icon]	FIRE HYDRANT

EXISTING BUILDING AREA	1410m ²
EXISTING FLOOR AREA	1838m ²
FRONT/SIDE SETBACK	6m
INTERIOR SIDE SETBACK	3m
REAR SETBACK	12m
ZONING	HZ
OCCUPANCY USE	GROUP C, D, E & F3
PROPOSED GROUP C AREA	449m ²



CS ENGINEERS



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DIMENSIONS MEASURED ON SITE.

PROJECT	ISSUED FOR REVIEW	REV
1281 Great Northern Road SAULT STE. MARIE, ONTARIO	1 10/05/23	A

TITLE	ENGINEER	DRAFTSPERSON	PROJECT No.	DATE	SCALE
C-01	Trevor Sawchyn	Tom Sproat	CSE-2023-015	OCT. 03, 2023	1:15



August 30, 2022

John Onofrio
1281 Great Northern Road
Sault Ste. Marie, Ontario, P6A 5K7

E-mail: johnnyo@onofrios.ca

Attention: John Onofrio
Owner

Re: **Noise Impact Letter of Opinion**
1281 Great Northern Road, Sault Ste. Marie, Ontario
Pinchin File: 315069.000

1.0 INTRODUCTION

Pinchin Ltd. (Pinchin) was retained by John Onofrio (Client) to conduct a review and provide a noise impact letter of opinion with regards to the Client's proposal to convert the upper floor commercial space of the building located at 1281 Great Northern Road to residential apartments. The purpose of this letter is to determine if the noise sources present from industrial activities taking place in another section of the building would cause occupants of the residential space discomfort, and if said noise sources can be mitigated.

Based on the information provided by the Client, it is understood that the proposed residential apartments would be located above the retail area at the front of the building. Pinchin understands that the building was constructed as two separate portions, with an air gap between the commercial and industrial sections. A sketch of the area plan showing the building layout, potential noise sources and proposed residential area is provided in Appendix A.

2.0 SITE OBSERVATIONS

On the property there are 6 potential noise sources present from the industrial activity as listed below and seen in the photos in Appendix B:

- Air compressor
- Forklift backup alarm (Exterior)
- Fusion stone cutting saw
- Overhead cranes on rails
- Titan finishing grinder
- Wood saw



All machinery was operational and in good condition, with the exception of the forklift which was stored inside the facility as it was raining at the time of the site visit.

During the walkthrough of the proposed residential area, the wood saw could be heard as a faint hum in select locations as follows:

- In the space that is to remain as an office.
- In the current office space, which has a hole for ventilation into the area which is to be sectioned off.
- Near the door leading to the mezzanine over shop area with the wood saw.
- Along the wall adjacent to the shop area with the wood saw.

An interview with the Client indicates that the Client is aware of this source of noise, and the Client is planning to implement the following mitigation measures:

- Removing the door leading to the mezzanine over the shop and sectioning it off by filling it in the hole with a wall.
- Adding soundproofing to the wall adjacent to the shop with the wood saw.
- Filling in the vent hole.

The other sources of noise listed could not be heard operating from the proposed residential space.

3.0 CONCLUSIONS AND RECOMMENDATIONS

Considering the measures proposed by the Client, it is our opinion that the noise from the operation of the wood saw could be mitigated. It is recommended that the Client proceed with these measures to mitigate the noise while converting the upstairs commercial space into the residential apartments.

From the site visit conducted by Pinchin, we believe that if the measures to mitigate the noise from the wood saw are taken, that the identified potential noise sources under normal operation will unlikely cause adverse effect to future residents in the proposed apartments. If the noise is still audible after the measures are taken, it is recommended to have a qualified person design measures that will completely mitigate the noise.



Noise Impact Letter of Opinion
1281 Great Northern Road, Sault Ste. Marie, Ontario
John Onofrio

August 30, 2022
Pinchin File: 315069.000

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

Yours truly,

Pinchin Ltd.

Prepared by:

James Greco, B.Eng.
Project Technologist
705.943.7102
jgreco@pinchin.com

Reviewed by:

Weidong Li, Ph.D., P.Eng.
Senior Project Engineer
647.287.1677
wli@pinchin.com

\pinchin.com\ssm\Job\315000s\0315069.000 ONOFRIO,1281GreatNorthern,ERC,Noise\Deliverables\315069.000 Noise Letter of Opinion 1281 Great Northern Rd., SSM
ONOFRIOS 30Aug22.docx

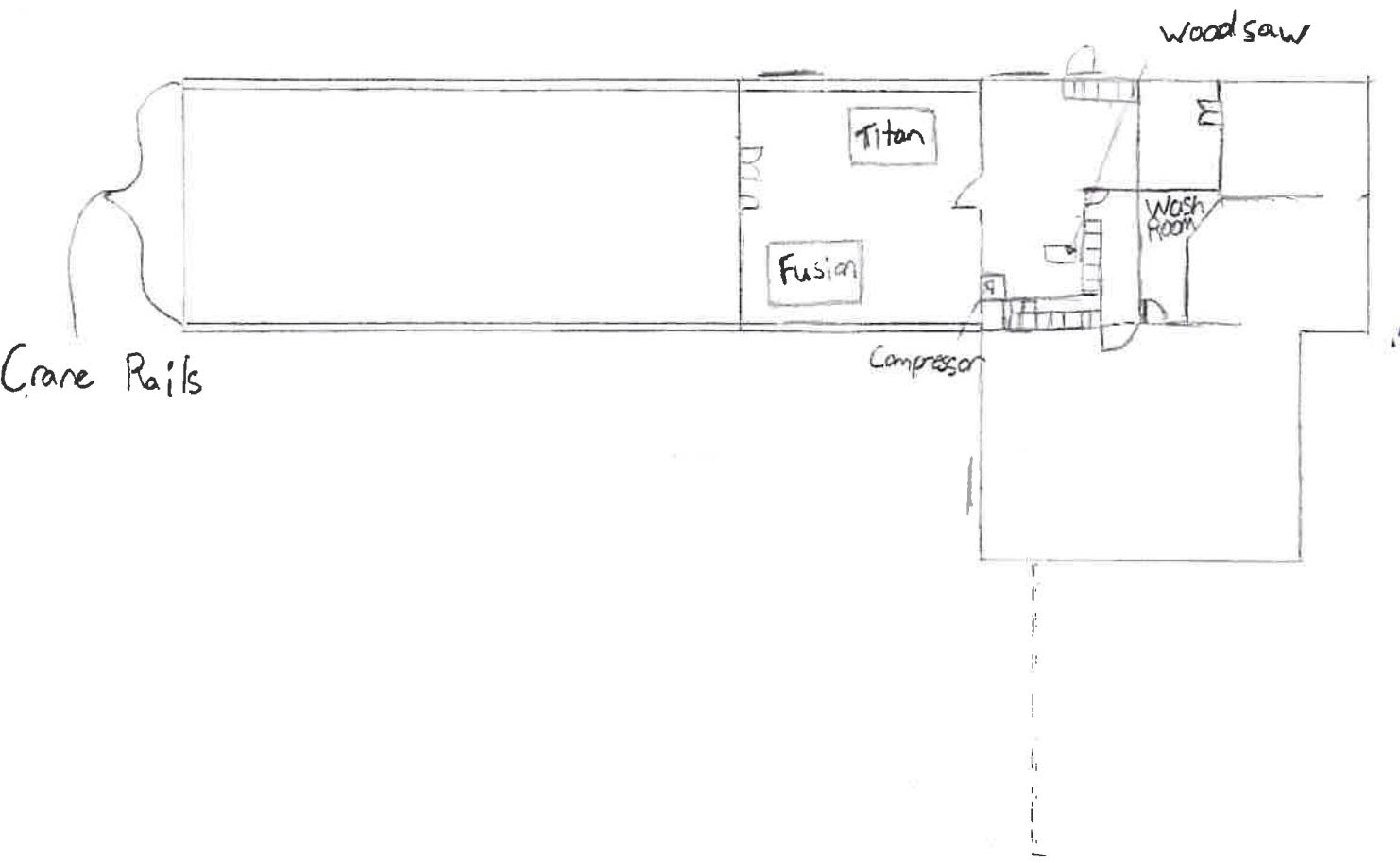
Template: Master Letter Template, October 1, 2019



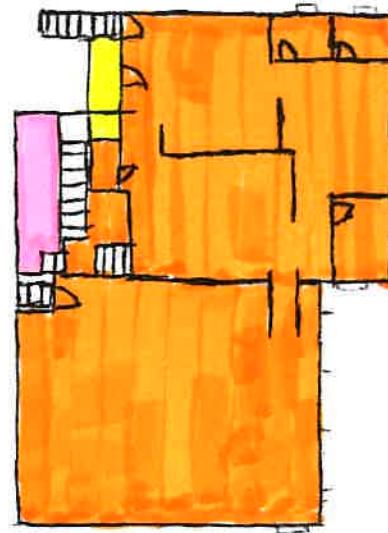
Project: _____ Page: ____ of _____

Client: _____ Job #: _____

Date: _____ Employee Initials: _____



- Proposed Residential
- Office Space
- Sectioned Off





Air Compressor



Forklift (Stored inside to keep out of rain)

Noise Impact Letter of Opinion

1281 Great Northern Road, Sault Ste. Marie, Ontario
Photographs

August 30, 2022

Pinchin File: 315069.000

Appendix B



Fusion stone cutting saw



Overhead crane on rails



Titan finishing grinder



Wood Saw

November 1, 2023

Peter Tonazzo
Director of Planning
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: s.perri@cityssm.on.ca

Dear Peter:

Re: Great Northern Rd [1281] – Application No. #A-11-23-Z

With regards to the above referenced rezoning application, please refer to the below comments:

PUC Distribution Inc. (Electric Utility)

- No concerns with the proposed rezoning. Once electrical service information is received, if deemed required, the application will be reviewed and a service letter will be issued.

Public Utilities Commission of the City of Sault Ste. Marie (Water Utility)

- No concerns with the proposed rezoning. If water servicing requirements change, a new water servicing application will be required.

Please contact PUC Engineering early in the planning stages to confirm service size requirements for the proposed development.

Yours truly,
PUC Services Inc.



Mitchell Paradis, P.Eng.
Manager, Electrical Engineering

MP*km

Nicholas Cicchini

From: Francois Couture
Sent: October 24, 2023 8:37 AM
To: Stephanie Perri
Subject: RE: Request for Comment - Rezoning Applications - 551 Korah Road - 1281 Great Northern Road

Hello Stephanie,

I would like to advise the applicant of 1281 Great Northern Road that the filling of a Record of Site Condition (RSC) will be required for the proposed use. Stone cutting and warehousing would likely be considered industrial activities. Section 32(1)(b) requires that a phase II ESA be completed for any property that is used or has ever been used for an industrial use.

Sincerely,

Francois.

From: Stephanie Perri <s.perri@cityssm.on.ca>
Sent: Tuesday, October 17, 2023 3:15 PM
To: Maggie McAuley <m.mcrauley@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; Carl Rumiel <cc.rumiel@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Karen Fields <k.fields@cityssm.on.ca>; Tom Vair <t.vair@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; eng dept <eng-dept@ssmpuc.com>; Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; SSMRCA <nature@ssmrca.ca>; MSONorth@ontario.ca; 'circulations@wsp.com' <circulations@wsp.com>; 'planninganddevelopment@bell.ca' <planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com; THERIAULT, Raynald <raynald.theriault@canadapost.postescanada.ca>
Cc: Orsalina Naccarato <o.naccarato@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>
Subject: Request for Comment - Rezoning Applications - 551 Korah Road - 1281 Great Northern Road

Good afternoon,

I have attached the following rezoning applications for your review/comment:

- A-10-23-Z 551 Korah Road; and
- A-11-23-Z 1281 Great Northern Road.

Your comments would be appreciated on or before Thursday, November 2, 2023.

Please advise if you require anything further.

Thank you for your assistance.

Stephanie

Stephanie Perri
Administrative Clerk
Planning and Enterprise Services
s.perri@cityssm.on.ca
705-574-1022

CITY OF SAULT STE. MARIE

November 06, 2023.

Reference: A-11-23-Z

Stephanie Perri
Administrative Clerk
Planning and Enterprise Services

Reference: **1281 Great Northern Road**

Dear Mme Perri,

Thank you for contacting Canada Post regarding plans for a new subdivision in the City Sault Ste Marie.

Please see Canada Post's feedback regarding the proposal, below.

Service type and location

1. Canada Post will provide mail delivery service to the Development through centralized Lock Box Assembly.
2. The development includes plans for (a) multi-unit building(s) with a common indoor entrance. The developer must supply, install, and maintain the mail delivery equipment within these buildings to Canada Post's specifications on/at ground level.

Municipal requirements

1. Please update our office if the project description changes so that we may determine the impact (if any).
2. Should this application be approved, please provide notification of the new civic addresses as soon as possible.

Developer timeline and installation

1. Please provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin.

Please see below for any additional requirements for this developer:

https://www.canadapost.ca/cpo/mr/assets/pdf/business/standardsmanual_en.pdf

Regards,



Ray Theriault
613-793-2293
Raynald.theriault@canadapost.ca

SUBJECT PROPERTY



Application A-11-23-Z: Aerial Image

Property Information

Civic Address: 1281 Great Northern Road
Roll No.: 030085061000000
Map No.: 126/1-141
Date Created: October 17, 2023



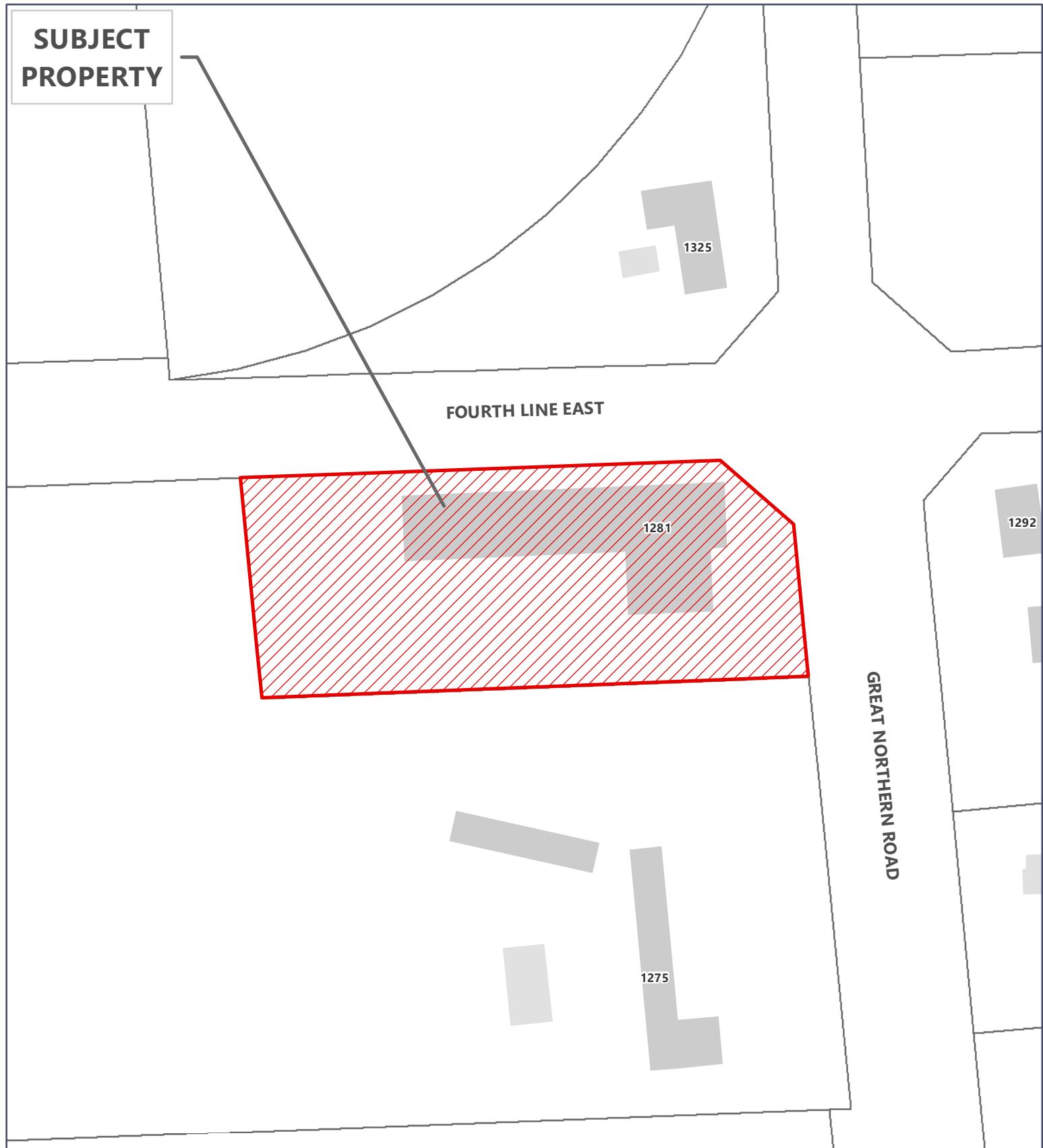
Planning and Enterprise Services

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

- Subject Property: 1281 Great Northern Road
- Parcel Fabric



SUBJECT PROPERTY



Application A-11-23-Z: Subject Property

Property Information



Planning and Enterprise Services

Community Development and Enterprise

Services Department

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

saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

Legal Department Reference

Schedule "A"

Subject Property: 1281 Great Northern Road

Parcel Fabric

Civic Address: 1281 Great Northern Road

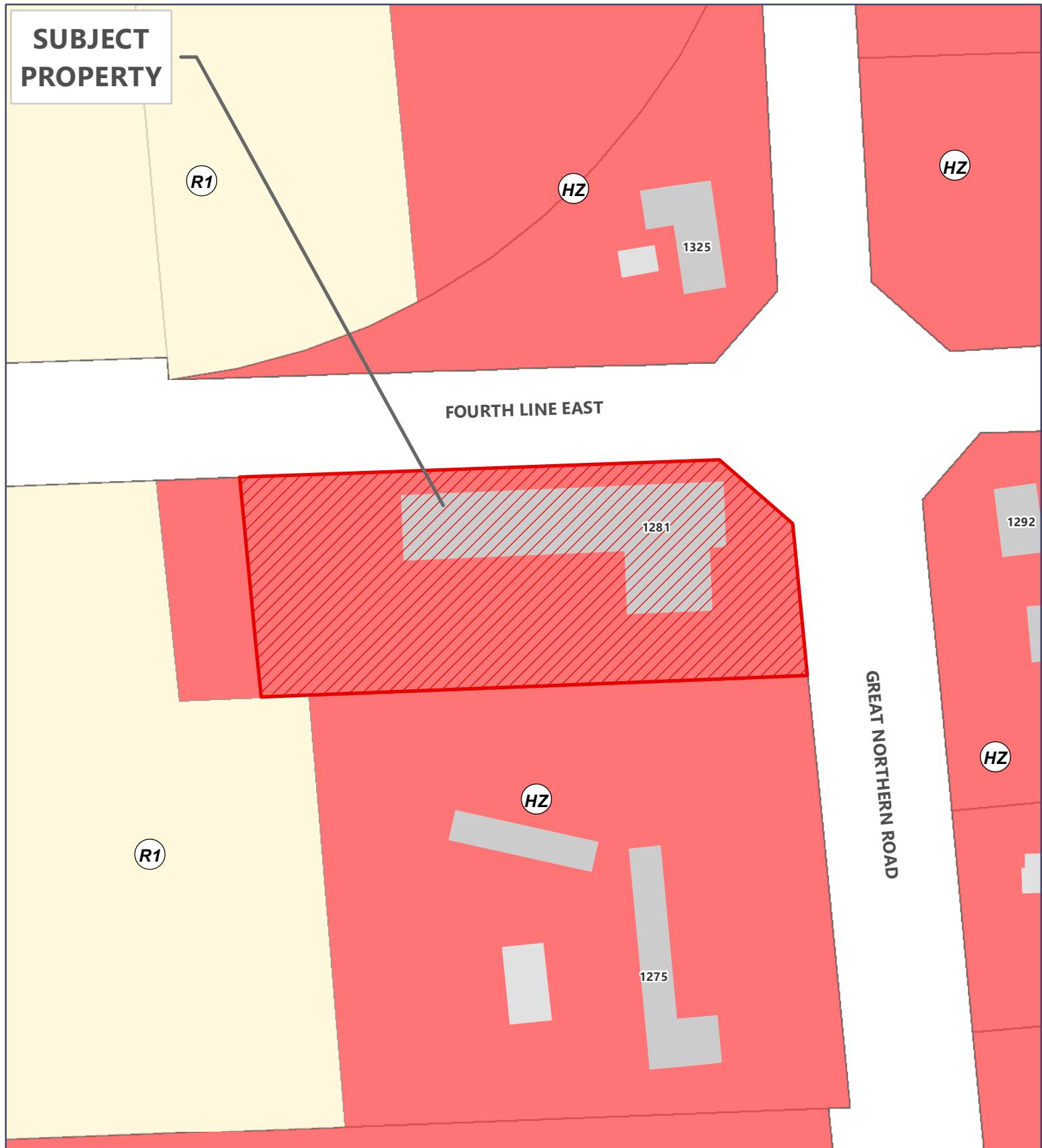
Roll No.: 030085061000000

Map No.: 126/1-141

Date Created: October 17, 2023



SUBJECT PROPERTY



Application A-11-23-Z: Existing Zoning

Property Information



Planning and Enterprise Services

Community Development and Enterprise

Services Department

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

saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

Subject Property: 1281 Great Northern Road	R2 - Single Detached Residential Zone; R2hp
Parcel Fabric	R3 - Low Density Residential Zone
C1 - Traditional Commercial Zone	R4 - Medium Density Residential Zone
C2 - Central Commercial Zone	R5 - High Density Residential Zone
CT2 - Commercial Transitional Zone	R6 - Mobile Home Residential Zone
C3 - Riverfront Zone; C3hp	I - Institutional Zone
C4 - General Commercial Zone; C4hp	EM - Environmental Management Zone
C5 - Shopping Centre Zone	PR - Parks and Recreation Zone
HZ - Highway Zone	RA - Rural Area Zone
M1 - Light Industrial Zone	RP - Rural Precambrian Uplands Zone
M2 - Medium Industrial Zone; M2hp	REX - Rural Aggregate Extraction Zone
M3 - Heavy Industrial Zone; M3hp	AIR - Airport Zone
R1 - Estate Residential Zone	Named Use - Commercial Dock

Civic Address: 1281 Great Northern Road

Roll No.: 030085061000000

Map No.: 126/1-141

Date Created: October 17, 2023

0 10 20 m
1:1,200
This map is for general reference only.
N



The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

NOTICE OF APPLICATION & PUBLIC MEETING

1281 Great Northern Road

Application No.: A-11-23-Z
Applicant: John Onofrio

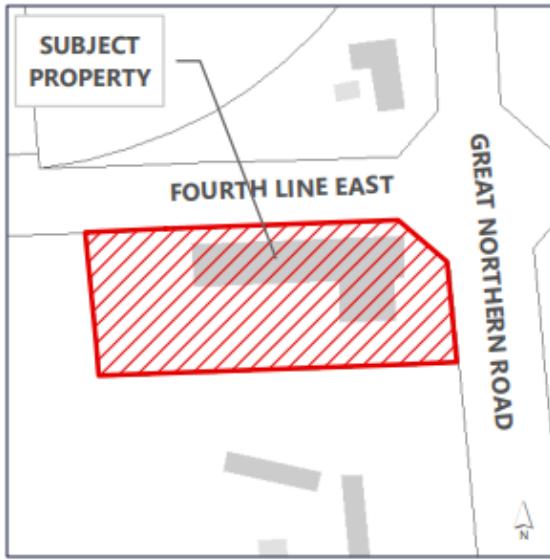
Date: Monday, November 20, 2023

Time: 5:00 PM

Location: City of Sault Ste. Marie
Civic Centre, Council Chambers
99 Foster Drive

PURPOSE

The Applicant, John Onofrio, has submitted an application to rezone 1281 Great Northern Road, to permit up to five (5) residential dwelling units on the second floor only.



PROPOSED CHANGE

Rezone the subject property from Highway Zone (HZ.S.160) with Special Exception 160 to Highway Zone (HZ.S.160 Amended) with an amended Special Exception 160, to permit up to five (5) Residential Dwelling Units on the second floor of the existing building only, in addition to those uses currently permitted in a Highway Zone.

HAVE YOUR SAY

Input on the proposed Zoning By-Law and Official Plan amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, November 20, 2023 at 5:00 p.m. to consider an Zoning By-law Amendment (under section 34 of the Planning Act, R.S.O 1990, c. P13, as amended). This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance. Any written submissions received in advance of the meeting will be included with Council's Agenda.

MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, November 17, 2023 as part of City Council's Agenda. Please contact Nicholas Cicchini 705.759.5375 or n.cicchini@cityssm.on.ca to request a digital copy. Please refer to the application file number.

WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Nicholas Cicchini, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to n.cicchini@cityssm.on.ca with your name, address and application file number on or before **Monday, November 20, 2023**.

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

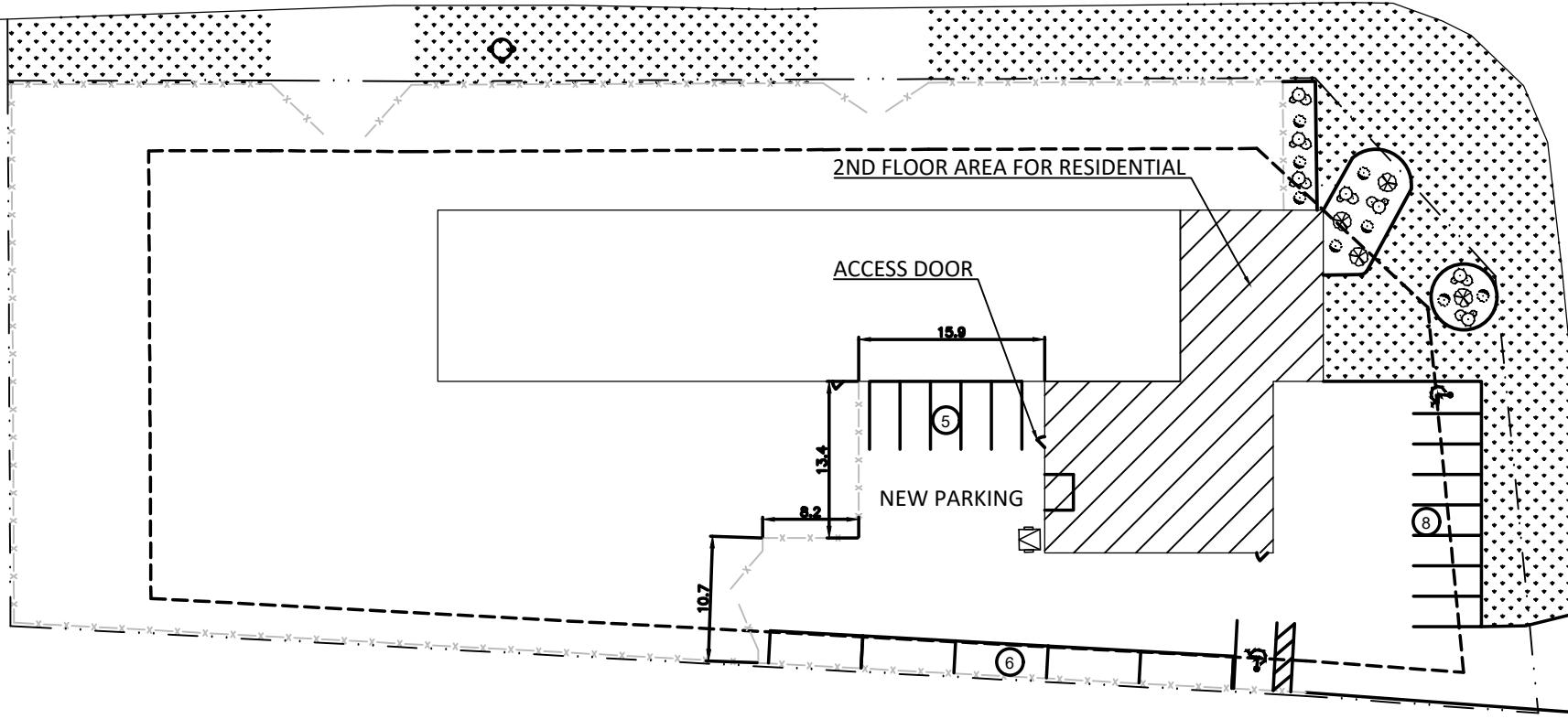
LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Ontario Land Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

FOURTH LINE E

GREAT NORTHERN ROAD



NOTES:

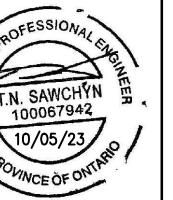
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- NO PLANNED CHANGES TO EXTERIOR OR LANDSCAPING, EXCEPT MOVING FENCE FOR NEW PARKING.

LEGEND	
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[Dashed line icon]	SETBACK LINES
[Solid line icon]	PROPERTY LINES
[Fire hydrant icon]	FIRE HYDRANT

EXISTING BUILDING AREA	1410m ²
EXISTING FLOOR AREA	1838m ²
FRONT/SIDE SETBACK	6m
INTERIOR SIDE SETBACK	3m
REAR SETBACK	12m
ZONING	HZ
OCCUPANCY USE	GROUP C, D, E & F3
PROPOSED GROUP C AREA	449m ²



CS ENGINEERS



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DIMENSIONS MEASURED ON SITE.

PROJECT
NEW RESIDENTIAL SUITES
1281 Great Northern Road
SAULT STE. MARIE, ONTARIO

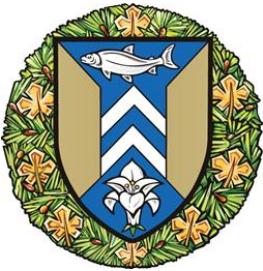
ENGINEER
Trevor Sawchyn
DRAFTSPERSON
Tom Sproat
DATE
OCT. 03, 2023
PROJECT NO.
CSE-2023-015

SCALE
1:15

TITLE
C-01

DRAWING NO.
C-01

NO.	DATE	ISSUED FOR REVIEW	REV
1	10/05/23	A	
ND.	DATE	REASON	REV



The Corporation of the City of Sault Ste. Marie

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

November 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicholas Cicchini, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-10-23-Z – 551 Korah Road and 0 Prentice Avenue –
Removal of Holding Provision

PURPOSE

The applicant Steve Ficociello (c/o Mark Lepore) has submitted an application to remove the Holding Provision from the subject properties.

PROPOSED CHANGE

Rezone the subject properties from Medium Density Residential Zone with a Special Exception and a Holding Provision (R4.S.351.H) to Medium Density Residential Zone with a Special Exception (R4.S.351), to remove the Holding Provision.

Subject Property (1): 551 Korah Road

- Location: 551 Korah Road is approximately 170 metres north of the Korah Road and Second Line intersection.
- Approximate Size: the subject property is irregular in shape with 16.5 m (54.1 ft) of frontage on Korah Road and is approximately 1.73 Hectares (4.30 Acres)
- Present Use: Vacant Land
- Owner: Steve Ficociello

Subject Property (2): 0 Prentice Avenue

- Location: 0 Prentice Avenue is a landlocked parcel abutting 551 Korah Road to the West.
- Approximate Size: the subject property is irregular in shape with and area of 0.64 Hectares (1.58 Acres)
- Present Use: Vacant Land
- Owner: Steve Ficociello

The complete size of both parcels is approximately 2.40 Hectares (5.90 Acres).

BACKGROUND

In 2015 City Council approved the following changes to the subject properties:

1. Re-designate the southern portion of the subject properties from Commercial to Residential.
2. Rezone the subject properties from General Commercial (C4) Zone to Medium Density Residential (R4) Zone
3. Approval of a Draft Plan of Subdivision on the subject properties.
4. To deem the subject properties as an area of Site Plan Control.
5. That the subject properties be subject to a Holding Provision, to be removed once Council is satisfied that appropriate measures will be put in place to adequately mitigate offsite impacts associated with the proposed development.

The impacts that led to holding provision will be further discussed in the Comments section of this report.

In 2022 the Committee of Adjustment approved a Minor Variance to reduce the required frontage of 551 Korah Road to 16.5 metres for the proposed development.

ANALYSIS

Conformity with Official Plan (OP)

Schedule C (Land Use) of the Official Plan designates the properties as Residential. The current zoning of the subject properties permits the proposed thirty (30) 1-storey multiple attached dwelling units (townhouses). This application is to specifically remove a holding provision, which was applied as part of previous rezoning, to manage privacy and overlook concerns from the previously proposed 3-storey apartment buildings which were located in close proximity to the north lot lines of the subject properties. These concerns are no longer applicable, as the applicant is now proposing single storey multiple attached units.

Therefore, this application conforms to the OP.

Conformity with Provincial Policy Statement 2020

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council's decision must be consistent with the policies contained in the PPS. The proposed amendment has been reviewed against these policies and is consistent as follows:

Housing

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and

affordable housing needs of current and future residents of the regional market area by:

- c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current or will be available to support current and projected needs;*
- d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;*

Conformity with Growth Plan for Northern Ontario 2011

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

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

COMMENTS

The previously approved development (A-6-15-Z.OP) consisted of a Draft Plan of Subdivision, with access from Second Line West, and 137 dwelling units consisting of:

1. Four 3-storey apartment buildings, each on a separate lot;
2. One 4-storey, apartment building, on a separate lot; and
3. One single detached residential lot fronting onto Korah Road

Referring to the previous site plan and current site plan attached, the 3-storey apartment buildings were to be located around the periphery of the site, with the 4-storey apartment building located in the southeastern portion of the site, which is now shown as vacant land in the current site plan. The holding provision was only applied to the periphery of the site, (Lots 2 and 3 of the Draft Plan) to manage privacy and overlook concerns related to the 3-storey apartment buildings. These concerns were raised by the abutting neighbours during the previous approvals in 2015. These concerns are no longer applicable given the revised plans. It is noted that the holding provision was not applied to Lots 1 and 4 (as shown on the current site plan). At this time, the applicant does not have immediate plans to develop the area shown as vacant land, given the record of site condition requirements.

Given the applicant no longer wishes to proceed with a Plan of Subdivision, Planning Staff also recommends removing the Draft Plan of Subdivision

A-10-23-Z 0 Prentice Avenue and 551 Korah Road - Removal of Holding Provision
November 20, 2023
Page 4.

approvals. It is noted that in the future, the applicant may bring forward an application for a Draft Plan of Condominium.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on October 27, 2023. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on October 28, 2023.

Public Comments

At the time that this report is dated, planning staff has received one formal comment from a concerned neighbour who would like the site to remain as undisturbed, natural greenspace. The neighbour also raises concerns about potential groundwater contamination. It is noted that the subject properties are within Wellhead Protection Area B of the Steelton municipal drinking water well, however as per the Sault Ste. Marie Region Source Protection Plan, residential uses are not considered a significant drinking water threat. In closing, Planning Staff is of the opinion that this site is an appropriate location for residential development.

Application Circulation

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

Canada Post

Canada Post will provide mail delivery service to the Development through centralized Community Mail Boxes (CMBs). Given the number and the layout of the lots in the development Canada Post has determined that one CMB on site will be sufficient. It is recommend that the (CMB) be located at the rear of 555 Korah Road.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan. There are no significant climate change impacts anticipated from this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated November 20, 2023 concerning Application A-10-23-Z be received and that Council approve the removal of the Holding Provision from the subject properties; and that the Legal

A-10-23-Z 0 Prentice Avenue and 551 Korah Road - Removal of Holding

Provision

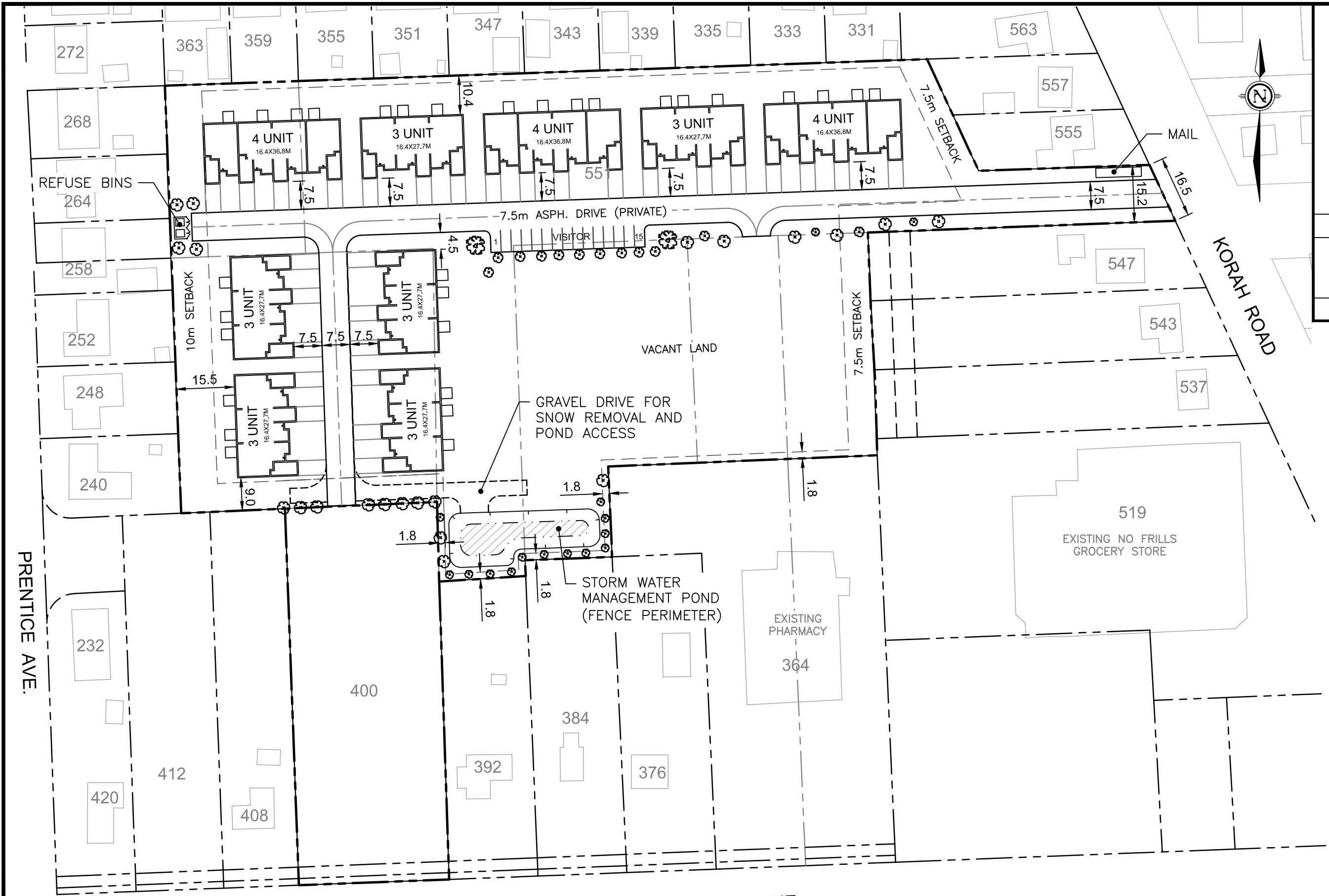
November 20, 2023

Page 5.

Department be requested to prepare the necessary by-law(s) to effect the same; further that Draft Plan of Subdivision Approval 57T-15-501 be removed.

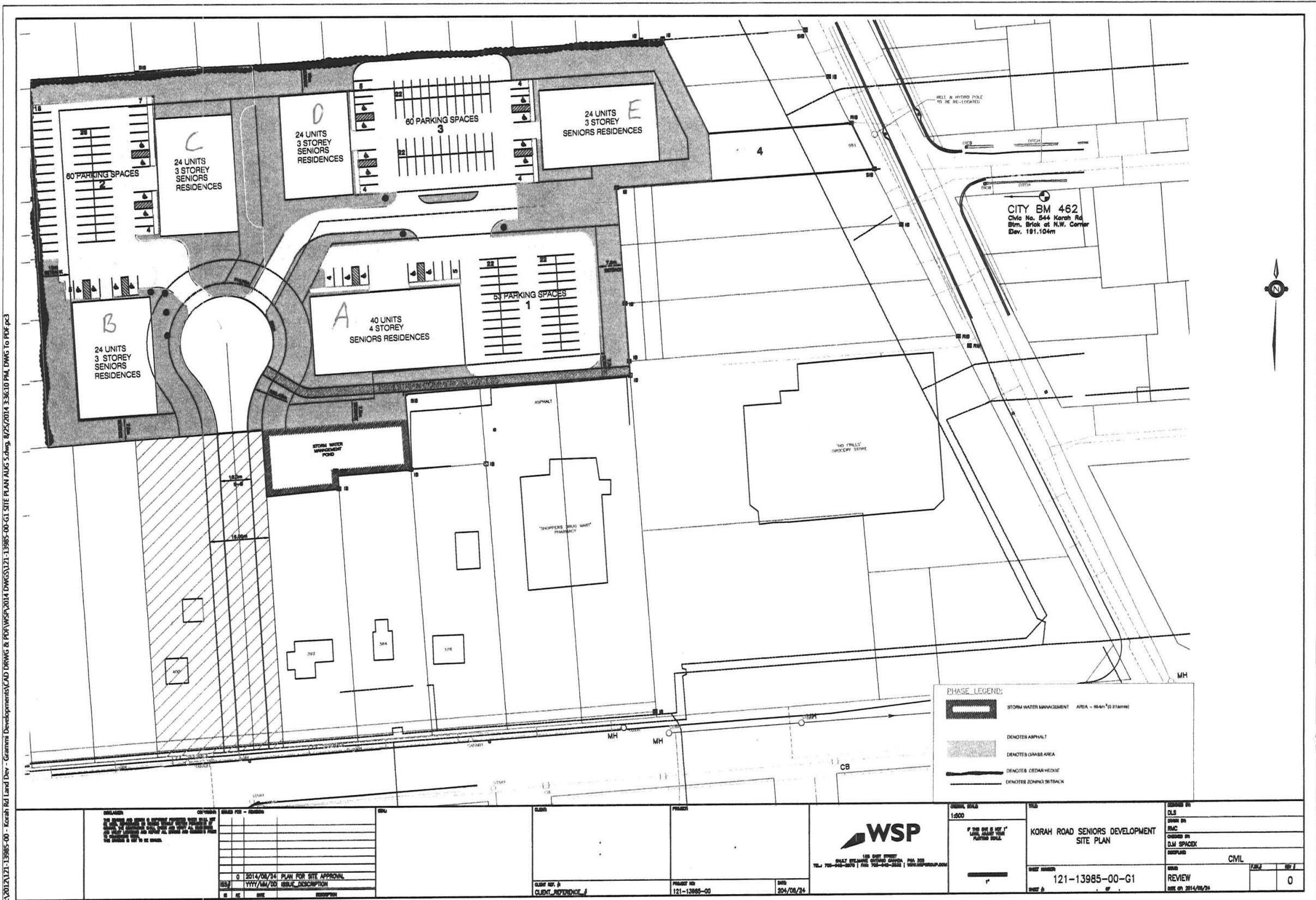
Respectfully submitted,

Nicholas Cicchini
Junior Planner
705.759.5375
n.cicchini@cityssm.on.ca

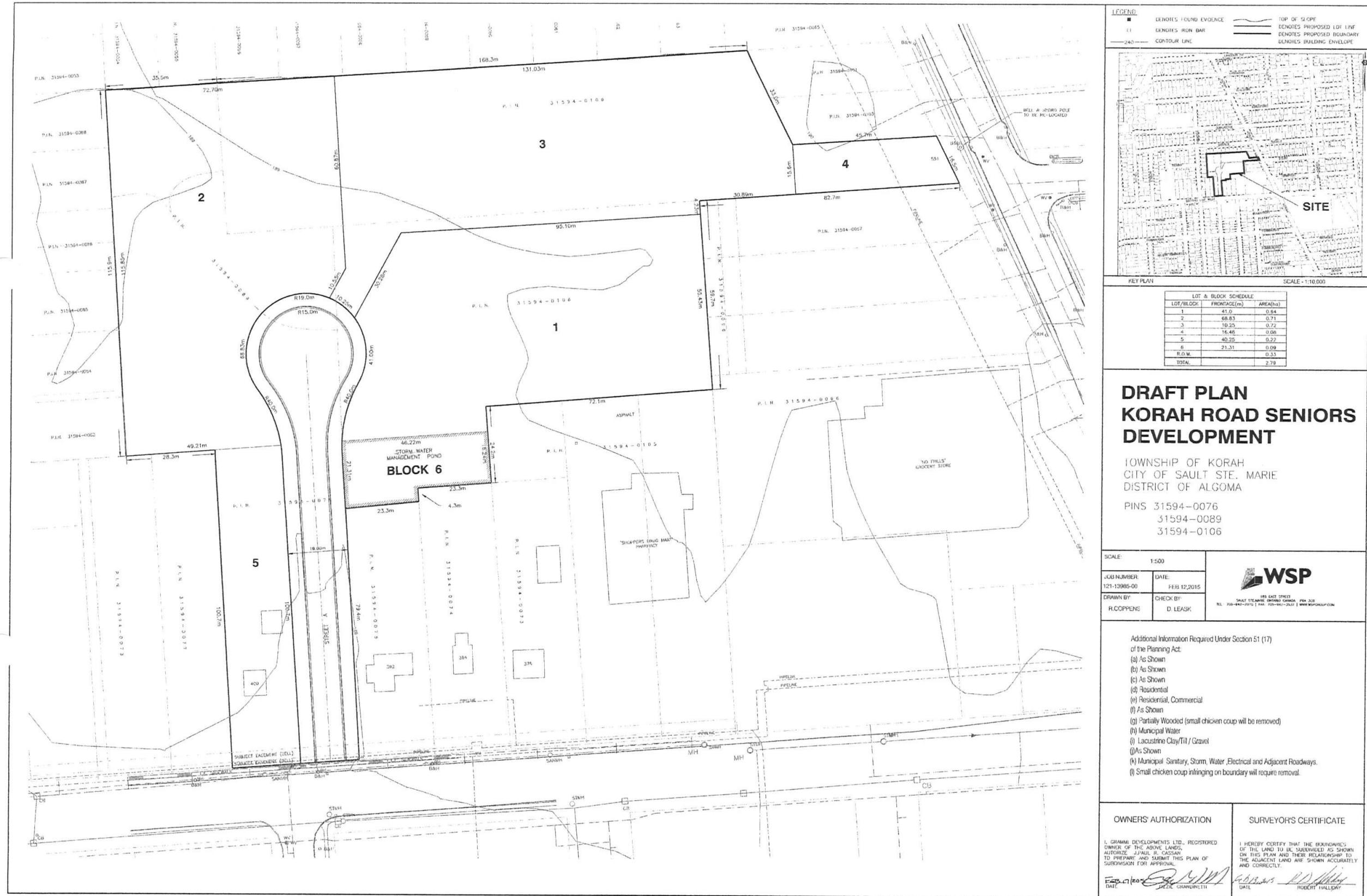


Current Site Plan (Oct. 2023)

Page 177 of 371



Previous Site Plan (March 2015)



Lots of the Subject Properties

November 06, 2023.

Reference: A-10-23-Z

Stephanie Perri
Administrative Clerk
Planning and Enterprise Services

Reference: **551 Korah Road**

Dear Mme Perri,

Thank you for contacting Canada Post regarding plans for a new subdivision in the City Sault Ste Marie.

Please see Canada Post's feedback regarding the proposal, below.

Service type and location

1. Canada Post will provide mail delivery service to the Development through centralized Community Mail Boxes. (CMBs)
2. Given the number and the layout of the lots in the subdivision, we have determined that one CMB site will be needed, and I recommend the following location:
 - a. **At the back of 555 Korah Road, on the side of the first 4-unit building.**

Municipal requirements

1. Please update our office if the project description changes so that we may determine the impact (if any).
2. Should this application be approved, please provide notification of the new civic addresses as soon as possible.

Developer timeline and installation

1. Please provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin.

Please see Appendix A for any additional requirements for this developer:

Regards,



Ray Theriault

613-793-2293

Raynald.theriault@canadapost.ca

Appendix A

Additional Developer Requirements:

- The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.
- The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
- The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
- The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - Any required walkway across the boulevard, per municipal standards
 - Any required curb depressions for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications)



Application A-10-23-Z: Aerial Image

Property Information

Civic Address: 551 Korah Road
Roll No.: 060011076000000
Map No.: 80/1-90
Date Created: October 11, 2023



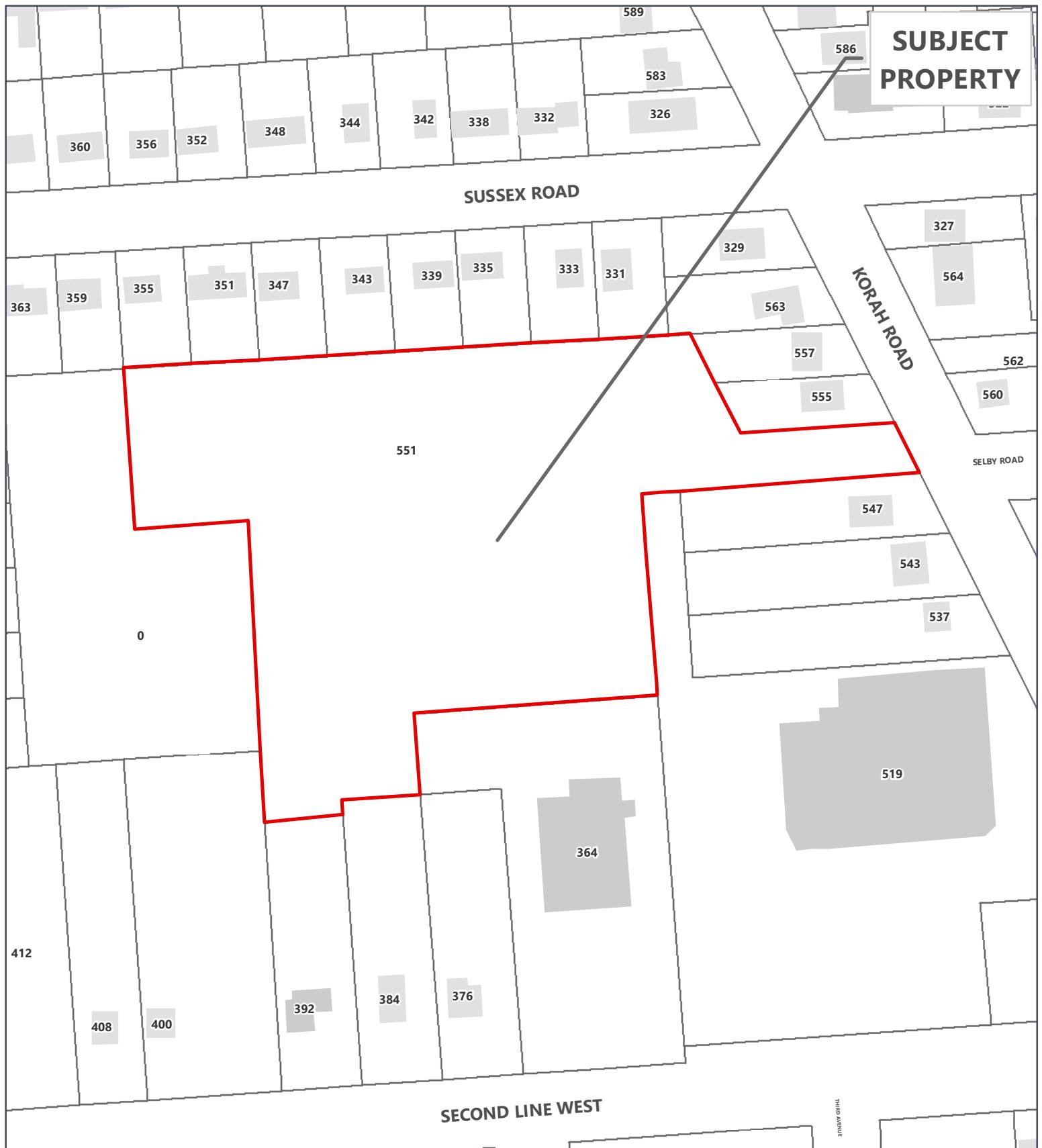
Planning and Enterprise Services

Community Development and Enterprise
Services Department

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

saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

- █ Subject Property: 551 Korah Road
- █ Parcel Fabric



Application A-10-23-Z: Subject Property

Property Information



Planning and Enterprise Services

Community Development and Enterprise

Services Department

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

saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

Legal Department Reference

Schedule "A"

Subject Property: 551 Korah Road

Parcel Fabric

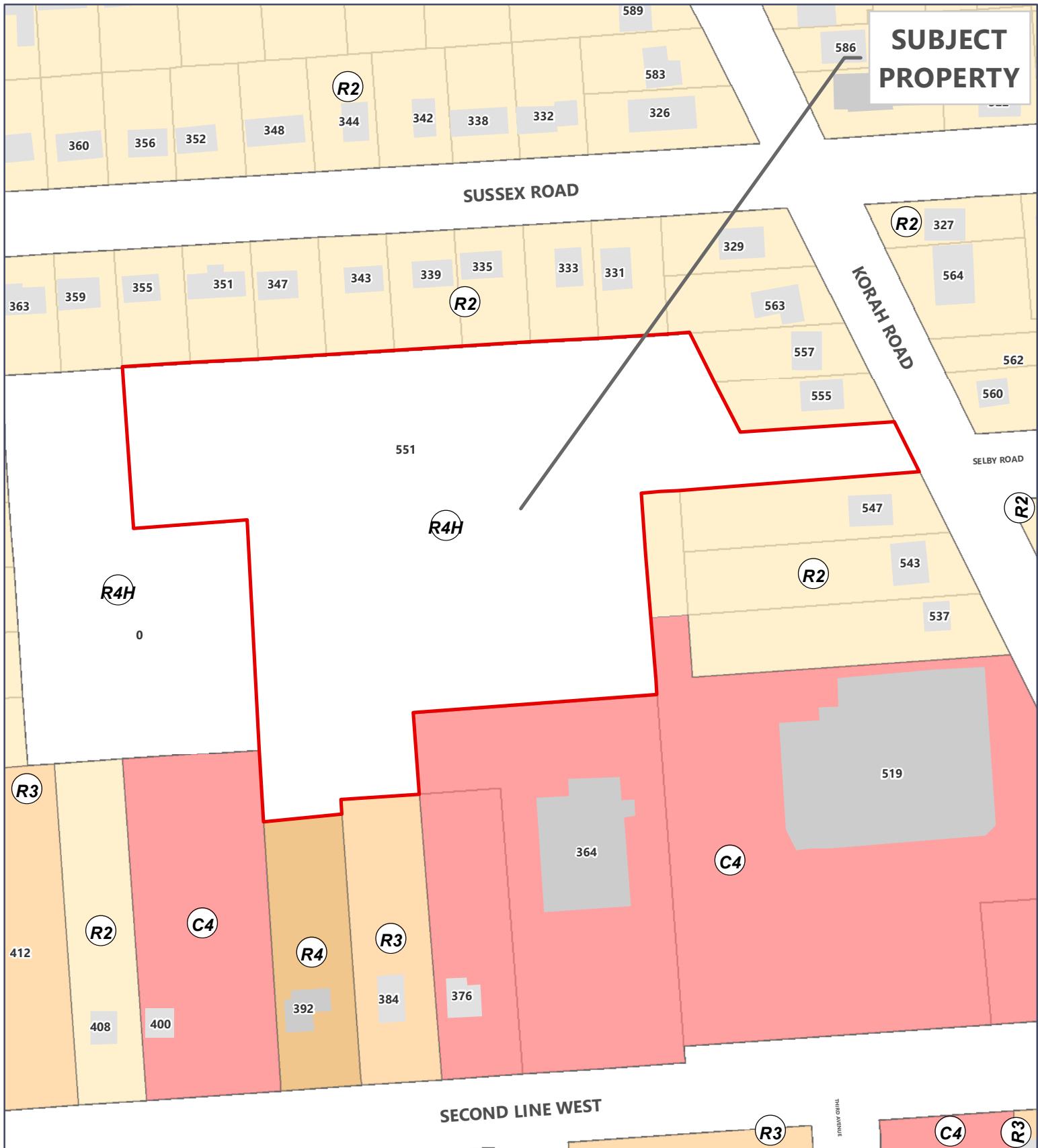
Civic Address: 551 Korah Road

Roll No.: 060011076000000

Map No.: 80/1-90

Date Created: October 11, 2023







The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

NOTICE OF APPLICATION & PUBLIC MEETING

551 Korah Road and 0 Prentice Avenue

Application No.: A-10-23-Z

Applicant: Steve Ficociello (c/o Mark Lepore)

Date: Monday, November 20, 2023

Time: 5:00 PM

Location: City of Sault Ste. Marie
Civic Centre, Council Chambers
99 Foster Drive

PURPOSE

The Applicant, Steve Ficociello (c/o Mark Lepore), has submitted an application to remove the Holding Provision from the subject properties.

The Holding Provision addressed concerns related to height and privacy impacts of the initial development proposal in 2015. Since then, the development plans have been revised.

Removal of the Holding Provision will permit the proposed development of thirty (30) 1-storey Multiple attached dwelling units (townhouses).

PROPOSED CHANGE

Rezone the subject property from Medium Density Residential Zone with a Special Exception and a Holding Provision (R4.S.351.H) to Medium Density Residential Zone with a Special Exception (R4.S.351), to remove the Holding Provision.



HAVE YOUR SAY

Input on the proposed Zoning By-Law and Official Plan amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, November 20, 2023 at 5:00 p.m. to consider an Zoning By-law Amendment (under section 36 of the Planning Act, R.S.O 1990, c. P13, as amended). This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance. Any written submissions received in advance of the meeting will be included with Council's Agenda.

MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, November 17, 2023 as part of City Council's Agenda. Please contact Nicholas Cicchini 705.759.5375 or n.cicchini@cityssm.on.ca to request a digital copy. Please refer to the application file number.

WRITTEN SUBMISSION

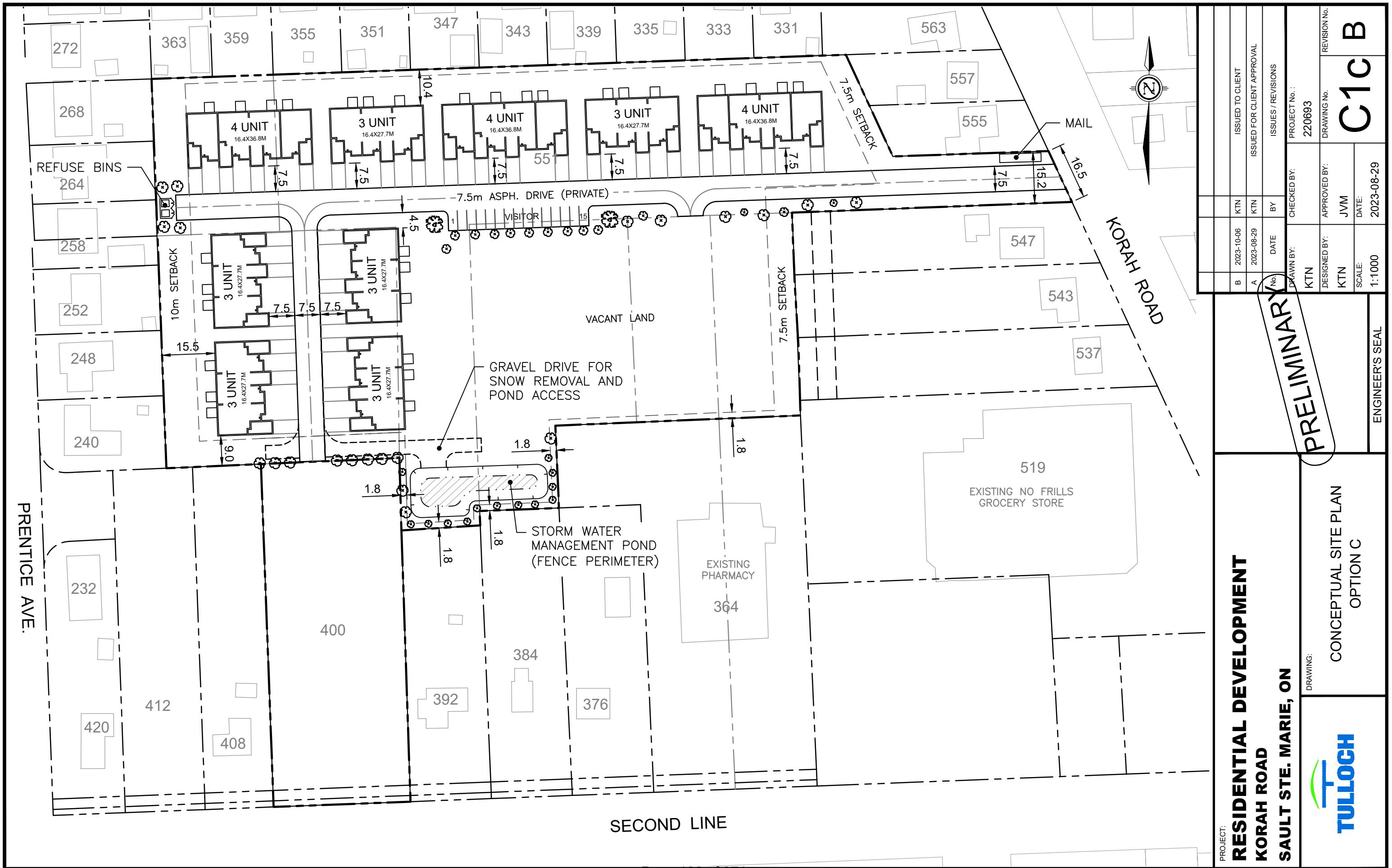
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Nicholas Cicchini, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to n.cicchini@cityssm.on.ca with your name, address and application file number on or before **Monday, November 20, 2023**.

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Ontario Land Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.



Public Comment:

Application: A-10-23-Z Removal of Holding Provision (551 Korah Rd & 0 Prentice Ave)

Received: November 9, 2023 at 1:53 PM

Received by: Nicholas Cicchini, Junior Planner

From: Mr. Jordache Boudreau

This letter is address to the City Council of the Municipality of Sault Ste. Marie regarding Application No.: A-10-23-Z, 551 Korah Road and 0 Prentice Avenue.

Dear Councillors,

An introduction is in order: I am writing to you as the inventor of the chemotherapeutic galvanostat/potentiostat, a patented inventor in Canada and the United States; as the owner of Innovative Potential; and, as a resident of one of the adjoining properties to 551 Korah Road.

So that council may understand this situation in its totality, a chemotherapeutic galvanostat/potentiostat is an electrochemical device that is able to activate chemotherapeutic prodrugs for direct application, it is as much a drug application technology as it is a pharmaceutical development tool.

The patents make Innovative Potential the only corporation to legally represent three hundred and seventy million people, including this council itself, with regards to this anti-cancer pharmaceutical technology. I make design decisions regarding your end of life care equipment from my home office, and when I get disturbed work stops.

The holding provision in question was created in 2015 to satisfy four objectives, I spoke to the previous council regarding its necessity. Paraphrasing for brevity, the intent of the provision is to:

1. Halt construction efforts;
2. Act as a mechanism for the preservation of natural flora, included as a tree retention strategy;
3. Forethought, as per the requirement of a site plan for council approval; and,
4. Council satisfaction for the mitigation of off-site impacts.

In the spring of 2020 an individual appeared on the property with a bulldozer and destroyed seven (7) acres of flora and displacing the fauna amidst the neighborhood, this act was a direct violation and disrespect of the holding provision established by Council in 2015. Council shall be disapproving of the landowner bulldozing the property to the ground and leaving the trees to rot.

Council shall also be concerned about the violation and disrespect of the previous council's decisions and the violation of the holding provision itself, in this manner.

Currently, it appears, through direct conversation with City employees, as though the City employees are without the opinion that the current holding provision is effective, in part due to its violation, the new ownership of 551 Korah, and the destruction of the property's biodiversity. To the effect that the previous provision was violated, it shall be that council establish a new holding provision.

More importantly, and on a personal note: **I don't want 551 Korah Road developed.**

I sat on the City's drinking water protection group committee, and have only seen more people cause more problems. This land is on a well, long-term strategy and logic says that it should not be developed upon, but everyone I've encountered within the City tends to not understand about the value of asset protection.

I own Canadian patent 3-0-3-5-4-0-6, as such I'm the only legal voice out of 40 million people regarding this healthcare technology; its creation, and its use. I can legally guarantee you that you do not understand the new large numbers of 2023-24 and beyond.

I don't want people living at 551 Korah. I live next to there, and this technology (see patent) would not exist without that property as a biological space. I use it, it inspires me, I understand it, I exploit it, and so does everyone else. Municipal Crownlands (municipal biological spaces, not parks) are the *most* valuable use of property possible, like when Bellevue Park had animals, or when the circus came to town. I wrote the patent laws and invented equipment for medical doctors with this property's biodiversity, life that you threaten to remove. For the sake of a few million dollars, you pissed off the guy that could have given you and your children a billion, each.

Technology you're living without by-the-way, despite my approaches to ARCH, the Algoma District Cancer Program, SAH Chief of Surgery, the Sault Ste. Marie academic medical association, Sault College, and Algoma University, and the Sault Ste. Marie Innovation Centre; bizarrely, you choose to collectively die rather than to succeed. Pardon me while I throw my weight around, but how many people died of cancer within the municipality after I approached these organizations for assistance? How much money did you lose because of their deaths?

You might not understand how the world has changed with 8 billion people and COVID, but I am legally privileged amidst all of you. I've legally excluded all other businesses, municipalities, provinces, colleges and universities in the United States and Canada for this, meaning that there are billions in development funds owed to Innovative Potential, and who ever participates with it. And you're not participating with me either, despite me asking you to, for the last eight years or so.

This City has failed me, and itself, catastrophically.

Instead of a new research institute at the college and university, new research chairs, and laboratories, you have nothing. No new apartments, no new students, nothing. No assembly plants, no offices, no shipping, no anything. You have a bunch of dead people,

grieving constituents, and pissed voters, because they trusted you to make decisions on their behalf.

They trusted you to be able to make a deal with me, and you failed to, continuously, for almost a decade.

I am furious with this City, its employees, and its councillors, and now you know how unhappy I am.

Unabashedly,

Jordache

Rachel Tyczinski

Subject: FW: Application A-10-23-Z

From: Mary-Louise MacDonald
Sent: Wednesday, November 15, 2023 10:29 AM
To: Nicholas Cicchini <n.cicchini@cityssm.on.ca>; City Clerk <cyclerk@cityssm.on.ca>
Subject: Application A-10-23-Z

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

Dear City Clerk and Council Members:

As a long-time resident at the property on the abutting border of this development, I would like to contribute my opinions with regards to its proposed reconfiguration.

First of all, let me just say how very appreciative I am of the fact this land is finally going to be developed in such a manner that won't change the overall profile of the neighbourhood. I am very happy that the elevation of these properties will remain as single story buildings and should eventually work cohesively within the surrounding area. One of my great hopes would be that there is lots of green space (mainly trees) that will keep attracting the many species of birds that are common to our area.

My main concern, and it is a pretty valid one, I believe, is that the refuse bins be relocated to a different area within this development. I worry that since that is the main collection area for the garbage of the many properties contributing to their use, that these bins will attract a rodent infestation. As it is right now, the empty field has become a haven for rodents and other pest wildlife. The proximity of these bins to my neighbours and myself will definitely be problematic with the associated smell in the summer months when this garbage sits in the heat. It would be my recommendation that these bins be moved to an alternate location on the designated property. Perhaps, they could be located closer to the area where existing bins are already situated for the commercial properties within the proposed development, or closer to the area where the visitor parking area is?

Sincerely, property owner
Mary-Lou MacDonald

I would like to be notified with any updates or adaptations of this development moving forward please.
Thank you

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-170

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and Bell Mobility Inc. to run a hydro/fibre route from the Bell Tower to the conduit and update measurements of supporting foundation at the Bellevue Marina.

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 Amending Agreement dated September 25, 2023 between the City and Bell Mobility Inc., a copy of which is attached as Schedule "A" hereto. This Amending Agreement is to run a hydro/fibre route from the Bell Tower to the conduit and update measurements of supporting foundation at the Bellevue Marina.

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 20th day of November, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS FIRST AMENDING LEASE AGREEMENT made this 25th of September 2023.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "Landlord")

-and-

BELL MOBILITY INC.

(hereinafter referred to as "Tenant")

WHEREAS the Landlord and the Tenant entered into a Lease Agreement dated July 1, 2022 for a new telecommunications tower on City-owned land;

AND WHEREAS operation of the telecommunications tower requires a power source;

AND WHEREAS the nearest power source requires access to additional City-owned land;

AND WHEREAS the July 1, 2022 Lease contemplates use by the Tenant of City-owned land of approximately 9.5m x 9.5m (Compound Area) and 6m x 91.76m (Access Road);

AND WHEREAS the inclusion of the power source access route requires access to an additional 1m x 241m (Hydro/Fiber) corridor on City-owned land;

AND WHEREAS the foundation of the tower will account for 10.7m x 10.7m on City-owned land being approximately 1.2m x 1.2m greater than the 9.5m x 9.5m Compound Area;

NOW THEREFORE in consideration of the promises, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. Exhibits "A" and Exhibits "B" of the Lease date July 1, 2022 are hereby replaced with the attached Exhibits "A" and Exhibits "B".

IN WITNESS WHEREOF the parties hereto have duly executed this First Amending Lease Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE (Landlord)**

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

BELL MOBILITY INC. (Tenant)

— DocuSigned by:

 19 September 2023

Senior Manager, Real Estate
Brock Enderton

I have authority to bind the corporation.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

All and singular that certain parcel or tract of land and premises described municipally as 48 Pine Street, Sault Ste Marie, Ontario.

The Property being more particularly described as:

Part of Water Lot in front of Park Lot 6, Con 1 St. Mary's; Water Lot in front of Park Lot 7, Con 1 St. Mary's; Parts 1, 2 & 3, 1R13904 St. Mary's; Township of St. Mary's now in the City of Sault Ste. Marie, District of Algoma; PIN 31521-0004 (LT)

And,

Part of Water Lot in front of Park Lot 9, Con 1, Township of St. Mary's, now in the City of Sault Ste. Marie, Pt 16 & 18 1R1593; District of Algoma; PIN 31521-0006

Part of Water Lot in front of Park Lot 9, Con 1, Township of St. Mary's, now in the City of Sault Ste. Marie; Pt 15 & 19 1R1593; District of Algoma; PIN 31521-0015

Part of Water Lot in front of Park Lot 9, Con 1, Township of St. Mary's, now in the City of Sault Ste. Marie; Pt 14 & 20 1R1593; District of Algoma; PIN 31521-0028

Part of Water Lot in front of Park Lot 9, Con 1, Township of St. Mary's, now in the City of Sault Ste. Marie; Pt 13 & 21 1R1593; District of Algoma; PIN 31521-0027

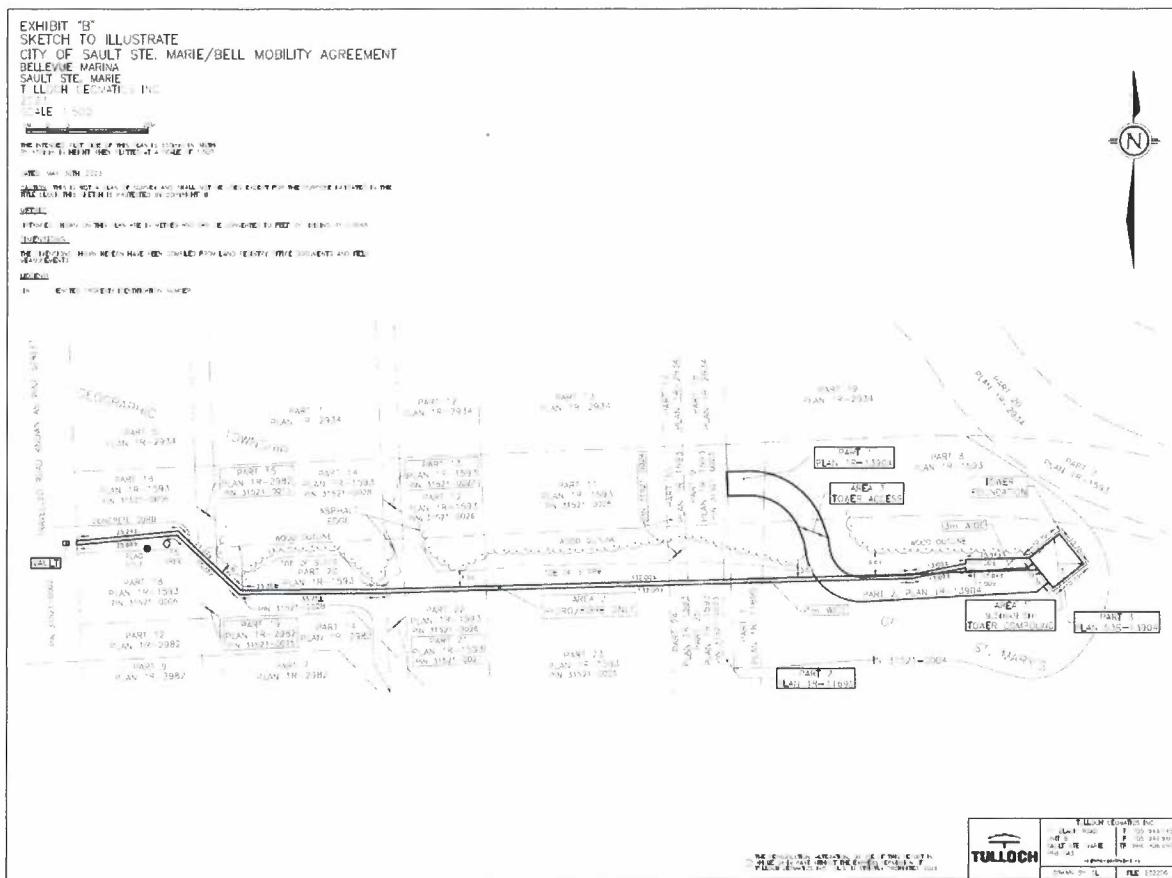
Part of Water Lot in front of Park Lot 9, Con 1, Township of St. Mary's, now in the City of Sault Ste. Marie; Pt 12 & 22 1R1593; District of Algoma; PIN 31521-0026

Part of Water Lot in front of Park Lot 9, Con 1, Township of St. Mary's, now in the City of Sault Ste. Marie; Pt 11 & 23 1R1593; District of Algoma; PIN 31521-0025

Part of Water Lot in front of Park Lot 9, Con 1, Township of St. Mary's, now in the City of Sault Ste. Marie; Pt 10 & 24 1R1593; District of Algoma; PIN 31521-0024

Part of Water Lot in front of Park Lot 8, Con 1, Township of St. Mary's, now in the City of Sault Ste. Marie; Pt 9 & 25 1R1593; District of Algoma; PIN 31521-0023

EXHIBIT "B"
PLAN OF LEASED PREMISES



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-183

FINANCE: A by-law to establish user fees and service charges.

WHEREAS Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by or on behalf of it, and, for the use of its property including property under its control;

AND WHEREAS it is deemed necessary to charge user fees and service charges;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended **ENACTS** as follows:

1. USER FEES ADOPTED

That Council does confirm and ratify the user fees and service charges described in Schedules “A” to “I” attached to and forming part of this By-law and are outlined as follows:

Schedule A - Clerk’s Department
Schedule B - Community Development & Enterprise Services Department
Schedule C - Engineering Department
Schedule D - Planning Department
Schedule E - Building Services Department
Schedule F - Finance Department
Schedule G - Fire Services
Schedule H - Legal Department
Schedule I - Public Works Department

2. BY-LAW 2022-189 REPEALED

By-law 2022-189 is hereby repealed.

3. EFFECTIVE DATE

This By-law is effective on January 1, 2024.

By-law 2023-183

Page 2

PASSED in open Council this 12th day December, 2022.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-183 USER FEES.DOC

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "A"

CLERK'S DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
MARRIAGE LICENSES			
- Sale of Marriage Licenses - per license	\$140.00	\$145.00	Exempt
MAP SALES			
- Sale of City Maps - per map	\$2.00	\$2.00	Included
OTHER			
- Photocopying - per page	\$0.50	\$0.50	Included
LOTTERY LICENCES			
- Raffle under \$50,000 value	\$10.00 or 3% of prize value	\$10.00 or 3% of prize value	Exempt
- Raffle over \$50,000 value	to province	to province	Exempt
- Bingo - prize under \$5,500	\$10.00 or 3% of prize value	\$10.00 or 3% of prize value	Exempt
- Bingo - prize over \$5,500	to province	to province	Exempt
- Bazaar (maximum 3 wheels)	\$10.00/wheel	\$10.00/wheel	Exempt
- Nevada Tickets	3% of prize value	3% of prize value	Exempt
SHORT TERM RENTAL LICENSING FEE (THREE-YEAR)	\$50.00	\$500.00	Included
- Lost licence fee	\$20.00	\$20.00	Included
GENERAL LICENCES			
Pawnbroker – annual	\$300.00	\$310.00	Exempt
Pawnbroker – additional late fee	\$145.00	\$150.00	Exempt
Pawnbroker – lost licence fee	\$20.00	\$20.00	Exempt
Pawnbroker – re-inspection fee	\$105.00	\$110.00	Exempt
Plumber – Master – annual	\$30.00	\$30.00	Exempt
Plumber – Master – additional late fee	\$15.00	\$15.00	Exempt
Plumber – Master – lost licence fee	\$20.00	\$20.00	Exempt
Adult Entertainment Parlour – Owner / Operator – annual	\$2,150.00	\$2,225.00	Exempt
Adult Entertainment Parlour – Burlesque Attendant – annual	\$115.00	\$120.00	Exempt
Adult Entertainment Parlour – Owner / Operator – additional late fee	\$1,075.00	\$1,115.00	Exempt
Adult Entertainment Parlour – Burlesque Attendant – additional late fee	\$55.00	\$55.00	Exempt
Adult Entertainment Parlour – lost licence fee	\$20.00	\$20.00	Exempt
Adult Entertainment Parlour – re-inspection fee	\$105.00	\$110.00	Exempt
Amusement Arcade – annual	\$305.00	\$315.00	Exempt
Transfer of Ownership of Licence for Amusement Arcade	\$55.00	\$60.00	Exempt
Amusement Arcade – additional late fee	\$150.00	\$155.00	Exempt
Amusement Arcade – lost licence fee	\$20.00	\$20.00	Exempt
Amusement Arcade – re-inspection fee	\$105.00	\$110.00	Exempt
Vehicle for Hire Driver – initial	\$40.00	\$40.00	Exempt
Vehicle for Hire Driver – renewal	\$25.00	\$25.00	Exempt
Vehicle for Hire Driver – replacement	\$15.00	\$15.00	Exempt
Owner – initial (includes 1 vehicle)	\$400.00	\$400.00	Exempt
Owner – renewal	\$100.00	\$100.00	Exempt
Owner – replacement	\$15.00	\$15.00	Exempt
Vehicle for Hire – initial additional vehicle to fleet	\$100.00	\$100.00	Exempt
Vehicle for Hire – renewal per vehicle	\$50.00	\$50.00	Exempt
Vehicle for Hire – replacement licence	\$25.00	\$25.00	Exempt
Broker – initial (includes 1 vehicle)	\$400.00	\$400.00	Exempt
Broker – renewal per vehicle	\$100.00	\$100.00	Exempt
Broker – replacement	\$15.00	\$15.00	Exempt
Hotel Shuttle Bus Owner – initial	\$200.00	\$200.00	Exempt
Hotel Shuttle Bus Owner – renewal per vehicle	\$50.00	\$50.00	Exempt
Hotel Shuttle Bus Owner – replacement	\$15.00	\$15.00	Exempt
Rideshare Owner – initial (includes 1 vehicle)	\$400.00	\$400.00	Exempt
Rideshare Owner – renewal	\$100.00	\$100.00	Exempt
Rideshare Owner – replacement	\$15.00	\$15.00	Exempt
Rideshare Driver for Hire – initial	\$40.00	\$40.00	Exempt
Rideshare Driver for Hire – renewal	\$25.00	\$25.00	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "A"

CLERK'S DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
Rideshare Driver for Hire – replacement	\$15.00	\$15.00	Exempt
Rideshare vehicle – initial	\$100.00	\$100.00	Exempt
Rideshare vehicle – renewal	\$50.00	\$50.00	Exempt
Rideshare vehicle – replacement	\$25.00	\$25.00	Exempt
Payday Loan annual licensing fee	\$1,075.00	\$1,115.00	Exempt
Payday Loan – additional late licence fee	\$530.00	\$550.00	Exempt
Payday Loan re-inspection fee	\$105.00	\$110.00	Exempt
Payday Loan lost licence fee	\$20.00	\$20.00	Exempt
Food Vendor and Peddler – re-inspection fee	\$105.00	\$110.00	Exempt
Food Vendor and Peddler – lost licence fee	\$20.00	\$20.00	Exempt
PART III - FOOD VENDOR - RESIDENT			
Class 1 – Stationary day sales (maximum of 7 day licence)	\$80.00	\$85.00	Exempt
Class 2 – Stationary temporary sales (maximum of 3 month licence)	\$160.00	\$165.00	Exempt
Class 3 – Mobile day sales (maximum of 7 day licence)	\$80.00	\$85.00	Exempt
Class 4 – Mobile temporary sales (maximum of 3 month licence)	\$160.00	\$165.00	Exempt
Class 5 – Ice cream or hotdog cart (seasonal)	\$260.00	\$270.00	Exempt
Class 6 - Annual Sales (valid only in the calendar year issued)	\$295.00	\$305.00	Exempt
PART III - FOOD VENDOR - RESIDENT - ADDITIONAL LATE FEES/ PENALTY			
	\$150.00	\$155.00	Exempt
PART III - FOOD VENDOR - NON-RESIDENT			
Class 1 – Stationary day sales (maximum of 7 day licence)	\$160.00	\$165.00	Exempt
Class 2 – Stationary temporary sales (maximum of 3 month licence)	\$325.00	\$335.00	Exempt
Class 3 – Mobile day sales (maximum of 7 day licence)	\$160.00	\$165.00	Exempt
Class 4 – Mobile temporary sales (maximum of 3 month licence)	\$325.00	\$335.00	Exempt
Class 5 – Ice-cream or hotdog cart (seasonal)	\$325.00	\$335.00	Exempt
PART III - FOOD VENDOR - NON-RESIDENT - ADDITIONAL LATE FEES / PENALTY			
	\$150.00	\$155.00	Exempt
PART IV – PEDDLER – NON-RESIDENT			
Class 1 – Stationary day sales (maximum of 7 day licence)	\$160.00	\$165.00	Exempt
Class 2 – Stationary temporary sales (maximum of 3 month licence)	\$325.00	\$335.00	Exempt
Class 3 – Door-to-door day sales (maximum of 7 day licence)	\$160.00	\$165.00	Exempt
Class 4 – Door-to-door temporary sales (maximum of 3 month licence)	\$325.00	\$335.00	Exempt
PART IV – PEDDLER – NON-RESIDENT – ADDITIONAL LATE FEES / PENALTY			
	\$150.00	\$155.00	Exempt

NOTE: Licence Fees for Taxis, Limousines etc are Governed by Police Services By-law 154 but Administered by the Clerk's Department.

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
BONDAR PAVILION			
- Full Day Rental - Non Profit Group	\$224.25	\$232.00	Added
- Part Day Rental - Non Profit Group	\$139.75	\$145.00	Added
- Full Day Rental - Commercial	\$853.25	\$883.00	Added
- Part Day Rental - Commercial	\$444.00	\$460.00	Added
- Wedding Receptions	\$1,101.25	\$1,139.75	Added
- Wedding Ceremony Only - Base Fee	\$284.75	\$295.00	Added
- Wedding Ceremony and Reception	\$1,473.25	\$1,524.75	Added
- Clean Up - Minor	\$71.75	\$75.00	Added
- Clean Up - Major	\$284.75	\$295.00	Added
- Barriers	\$1.34	\$1.50	Added
- Tables	\$5.00	\$5.25	Added
- Chairs	\$0.60	\$0.75	Added
- Sound System (per day)	\$40.00	\$42.00	Added
- Kitchen (per day)	\$64.50	\$66.75	Added
- Supervision of Volunteers (per hour)	\$22.00	\$22.75	Added
- Alcohol event admin fee per event per day	\$37.00	\$38.25	Added
- Facility Booking - per booking	\$37.00	\$38.25	Added
- Waste Removal (Additional Bin)	\$196.25	\$203.00	Added
- Electrical Surcharge per day (film productions) connected to special events panel	\$105.00/day	\$105.00/day	Added
MARINA FEES			
- Fuels	Road Price + \$ 0.05	Road Price + \$ 0.05	
- Sewage Pumpouts - per service (single tank)	\$12.39	\$12.75	Added
- Cruise Ship Dockage Fee - rate per meter	\$6.50	\$6.75	Added
- Cruise Ship Pumpout fee - rate per cubic meter	\$1.78	\$3.25	Added
- Cruise Ship set-up fee	\$174.25	\$180.25	Added
- Bondar - Slip Rental - Daily - per foot	\$1.95	\$2.00	Added
- Bondar - Slip Rental - Weekly - per foot	\$8.75	\$9.00	Added
- Bondar - Slip Rental - Monthly - per foot	\$25.50	\$26.50	Added
- Bondar Dock - Ship/Barge Dockage (per metre) - per day	1.75/day	1.75/day	Added
- Bellevue - Slip Rental - Weekly - Non Serviced per foot	\$5.50	\$5.75	Added
- Bellevue - Slip Rental - Weekly - Serviced per foot	\$7.00	\$7.25	Added
- Bellevue - Slip Rental - Bi - Monthly - Non Serviced per foot	\$25.25	\$26.25	Added
- Bellevue - Slip Rental - Bi - Monthly - Serviced per foot	\$28.75	\$29.75	Added
- Bellevue - Slip Rental - Monthly - Non Serviced per foot	\$17.00	\$17.50	Added
- Bellevue - Slip Rental - Monthly - Serviced per foot	\$20.00	\$20.75	Added
- Bellevue - Slip Rental - Seasonal - Non Serviced per foot	\$32.75	\$34.00	Added
- Bellevue - Slip Rental - Seasonal - Serviced per foot	\$37.75	\$39.00	Added
- Bellevue - Slip Rental - Daily - Serviced per foot	\$1.95	\$2.00	Added
- Bellevue - Slip Rental - Daily - Non Serviced per foot	\$1.50	\$1.50	Added
- Winter Storage - Monthly per foot	\$2.00	\$2.00	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
- Slip Cancellation Fee	\$27.50	\$28.50	Included
- September Special	50% fee discount	50% fee discount	Added
- Launch Ramp Fee - Daily	\$7.00	\$7.00	Included
- Launch Ramp Fee - Seasonal	\$61.06	\$70.00	Added
Bike Rentals			
- Hourly	\$6.75	\$7.00	Included
- Half Day (4 hours)	\$14.75	\$15.25	Included
- Full Day (8 hours)	\$25.25	\$26.25	Included
SENIORS 55+ PROGRAMMING			
- Supervision (outside normal operating hours) - per hour	\$21.50	\$22.25	Added
- Main Hall - Half day rental	\$59.00	\$61.00	Included
- Main Hall - Full Day Rental	\$128.75	\$133.25	Included
- Meeting Room - Full Day rental (55+)	\$107.50	\$111.25	Included
- Community Room Rental per hour	\$0.00	\$19.00	Added
- Kitchen (per use)	\$32.75	\$34.00	Included
- AV Equipment (Laptop/Projector/Screen) - per use	\$21.00	\$21.75	Included
- Drop-In Fee (per visit per general program)	\$2.00	\$2.50	Included
- Drop-In Card 25 visits - 25% off Regular Admission	\$0.00	\$47.00	Included
- Drop-In Card 10 visits - 15% off Regular Admission	\$0.00	\$21.25	Included
- Noon Lunch (DIC) / Soup & Sandwich Lunch (NCC)	\$6.25	\$7.00	Included
- Special Event Fee	Cost recovery	Cost recovery	Included
- Coffee/Tea Pot 10 cup	\$12.75	\$13.25	Included
- Coffee/Tea Airpot 25 cup	\$19.00	\$19.75	Included
- Coffee Urn 50 cup	\$26.50	\$27.50	Included
- Coffee Urn 100 cup	\$52.75	\$54.50	Included
ARENA FEES (John Rhodes and Northern Community Centre)			
- Admission - High School Hockey - Adults	\$5.00	\$5.25	Included
- Admission - High School Hockey - Students & Seniors	\$4.50	\$4.75	Included
- Admission - High School Hockey - Children	\$4.00	\$4.25	Included
- Ice/Complex Rentals - per hour - Adult	\$200.50	\$207.50	Included
- Ice/Complex Rentals - per hour - Youth	\$184.75	\$191.25	Included
- Ice/Complex Rentals - per hour - Organized	\$162.50	\$168.25	Included
- Ice/Complex Rentals - per hour - Non Ice (Lacrosse)	\$71.75	\$100.00	Included
- Rental of NCC or Rhodes Centre - each pad / per day	\$1,109.75	\$1,148.50	Included
- Rental of NCC Meeting Room - per hour	\$20.34	\$21.00	Included
- Ice Skating - Admission - Adult	\$4.50	\$4.75	Included
- Ice Skating - Admission - Student	\$4.00	\$4.25	Included
- Ice Skating - Admission - Senior	\$4.00	\$4.25	Included
- Ice Skating - Admission - Child	\$3.50	\$3.50	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
ARENA FEES (GFL Memorial Gardens)			
- Ice Rentals - per hour - Adult	\$215.25	\$222.75	Included
- Ice Rentals - per hour - Youth	\$193.00	\$199.75	Included
- Ice Rentals - per hour - Youth Organized	\$172.00	\$178.00	Included
- GFL Memorial Gardens Angelo Bumbacco Room - Full Day	\$209.00	\$216.25	Included
- GFL Memorial Gardens Multi Purpose Room - hourly rate	\$32.75	\$34.00	Included
- GFL Memorial Gardens Multi Purpose Room - Full Day	\$139.25	\$144.00	Included
POOL FEES			
- Public Swim Admission - Adult	\$5.00	\$5.25	Added
- Public Swim Admission - Senior	\$3.75	\$4.00	Added
- Public Swim Admission - Child	\$3.50	\$3.50	Added
- Public Swim Admission - Group	\$14.00	\$14.50	Added
- Swim Card 10 Visits 15 % off Reg Admission - Adult	\$42.75	\$44.25	Added
- Swim Card 25 Visits 25% off Reg Admission - Adult	\$94.50	\$97.75	Added
- Swim Card 10 Visits 15 % off Reg Admission - Senior	\$32.50	\$33.75	Added
- Swim Card 25 Visits 25% off Reg Admission - Senior	\$71.75	\$74.25	Added
- Swim Card 10 Visits 15 % off Reg Admission - Child	\$29.75	\$30.75	Added
- Swim Card 25 Visits 25% off Reg Admission - Child	\$65.75	\$68.00	Added
- Pool Rental - per hour - Competitive Teams	\$57.25	\$59.25	Added
- Pool Rental - per hour - School Boards	\$90.75	\$94.00	Exempt
- Private Pool Rental - per hour - Public - includes lifeguards	\$254.00	\$263.00	Added
- Public Lessons - per lesson + surcharge	\$8.75	\$9.00	Exempt
- Non-Resident Public Lessons - per lesson + surcharge		\$10.50	Exempt
- John Rhodes meeting room rental (per hour)	\$18.00	\$19.00	Added
- John Rhodes meeting room rental daily rates	\$130.75	\$136.00	Added
- Lifeguard Fee (per hour)	\$19.00	\$19.75	Added
NORTHERN COMMUNITY CENTRE			
- Single Turf Field Rental Per Hour-Prime Time	\$140.00	\$145.00	Added
- Single Turf Field Rental Per Hour-Non-Prime Time	\$86.75	\$90.00	Added
- Off Season Tournament rate per hour	\$86.75	\$90.00	Added
- Coaching/Referring Clinics	\$107.50	\$111.25	Added
- Single turf prime-time rental per hour - organized SASA	\$126.50	\$129.50	Added
- Multi-Use Space Rental per hour	\$79.25	\$82.00	Added
- Community Room Rental per hour	\$18.00	\$19.00	Added
- Community Rooms 2nd Level per hour	\$18.00	\$19.00	Added
- Kitchen Space 2nd Level per hour	\$25.00	\$25.75	Added
ATHLETIC FIELDS			
- Athletic Field Booking per evening - Adult	\$73.50	\$76.00	Added
- Athletic Field Booking per evening - Youth/Highschool	\$36.75	\$38.00	Added
- Athletic Field Tournament Rate per field per day	\$47.15	\$49.00	Added
- Cricket - per field per day	\$294.00	\$304.00	Added
- Elementary School - Track and Field Meet	\$147.00	\$160.00	Added
- Highschool Track and Field Meet	\$294.00	\$305.00	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
- Steeler Football - per game	\$587.75	\$608.00	Added
- Fall Off-Peak - Rocky DiPietro Field per weekend per day	\$294.00	\$304.00	Added
- Fall Off-Peak - Queen E., B Field per evening/day	\$36.75	\$38.00	Added
- Fall Off-Peak - Rocky DiPietro Field hourly		\$20.00	Added
- High School Football - per game	\$429.25	\$444.00	Added
- Sabercats Football - per game	\$294.00	\$304.25	Added
- Soo Minor Football - per day game fee (QE "B")	\$147.00	\$152.00	Added
- Soo Minor Football - Rocky DiPietro Field per day	\$294.00	\$304.00	Added
- Speed Skating Club - per competition	\$734.75	\$760.00	Added
- Ultimate Frisbee - per field per night	\$36.75	\$38.00	Added
- Soccer Queen E. Mini Complex League Play per night	\$73.50	\$76.00	Added
- Soccer Queen E. Mini Complex Weekend Tournament	\$147.00	\$152.25	Added
- Dressing Room Rental per event	\$36.75	\$38.00	Added
- Public Address System - per event	\$36.75	\$38.00	Added
- Beer Garden - per event per day	\$37.00	\$40.00	Added
- Sport field lining - special request	\$349.75	\$362.00	Added
- Special Event Booking - Event more than 500 people	\$713.75	\$738.75	Added
- Special Event Booking - Event more than 200 people	\$356.75	\$369.25	Added
- Special Event - Garbage Pick-up and Recycling	\$272.00	\$281.50	Added
BELLEVUE PARK			
- Facility Booking - per booking	\$36.95	\$38.25	Added
- Special Event Booking - Event more than 250 people	\$699.25	\$724.00	Added
- Special Event Booking - Event less than 250 people	\$349.85	\$362.00	Added
- Bandshell part day	\$139.80	\$145.00	Added
- Bandshell full day	\$224.20	\$235.00	Added
- Supervision	\$22.65	\$24.00	Added
- Sound System (per day)	\$36.65	\$38.00	Added
- Premier Flower Bed Design (Seasonal) Bay and Pim Street Beds	\$166.65	\$172.50	Added
Street Closures and Licence to Occupy City Property			
- Application (30 days prior to event)		\$50.00	Included
- Late Application (less than 30 days prior to event)		\$100.00	Included
PLAZA			
- Clean Up - Minor	\$71.75	\$75.00	Added
- Clean Up - Major	\$284.75	\$295.00	Added
- Barriers	\$1.50	\$1.50	Added
- Tables	\$5.25	\$5.50	Added
- Chairs	\$0.75	\$0.75	Added
- Sound System (per day)	\$36.25	\$42.00	Added
- Supervision of Volunteers (per hour)	\$22.00	\$23.00	Added
- Facility Booking - per booking	\$37.00	\$38.25	Added
- Waste Removal (Additional Bin)	\$196.25	\$203.00	Added
events panel	\$105.00/day	\$105.00/day	Added
- Alcohol event admin fee per event per day	\$37.00	\$38.25	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
Municipal Heritage Committee			
Request for Heritage Status Letter		\$50.00	Added
Heritage Easement Agreement Registration		\$120.00	Added
HISTORIC SITES BOARD			
ADMISSIONS:			
- Admission - Adult	\$15.00	\$15.00	Included
- Admission - Senior	\$12.00	\$12.00	Included
- Admission - Youth	\$9.00	\$9.00	Included
- Admission - Child 5 to 12	\$5.00	\$5.00	Included
- Admission - Children 5 & under	\$0.00	\$0.00	Included
- Admission - Family	\$35.00	\$40.00	Included
- Admission - Adult Group Rate (10 or more)	\$13.00	\$13.00	Added
- Admission - Senior Group Rate (10 or more)	\$11.00	\$12.00	Added
- Admission - Bus Tours (50 or more)	\$15.00	\$15.00	Added
- Audio Tour - Wand Rental	\$5.00	\$5.00	Included
- Bus Tours with box lunch & learning tour	\$0.00	\$35.00	Added
EDUCATIONAL TOURS:			
- 1.5 hour tours	\$4.00	\$5.00	Exempt
- 2 hour tours	\$6.00	\$6.00	Exempt
- 3 hour tours (lunch included)	\$10.00	\$10.00	Exempt
- After hours - Brownies/Scouts	\$10.00	\$10.00	Exempt
- Brownie/Guide sleepover badge program	\$75.00	\$75.00	Exempt
- Workshops - fees & supplies	\$20.00	\$30.00	Added
- Outreach programs (minimum 2 hour fee)	\$75.00	\$80.00	Exempt
- Outreach kit	\$25.00	\$25.00	Added
- Virtual Curriculum Engagement - 1 hour session	\$75.00	\$80.00	Exempt
- Virtual Curriculum kits (per class) in addition to above fee	\$25.00	\$25.00	Added
EVENTS:			
- Bracelet Days - Adults	\$10.00	\$10.00	Included
- Bracelet Days - Youth	\$5.00	\$5.00	Included
- Heritage Tea (desserts & tea)	\$15.00	\$18.00	Included
- Heritage Fridays by the Fire (soup, biscuit, desserts, beverage)	\$18.00	\$20.00	Included
- Heritage High Tea (fancy sandwiches & desserts, beverage)	\$25.00	\$30.00	Added
- Virtual & Curbside Tea kits - small	\$20.00	\$20.00	Included
- Virtual & Curbside Tea kits - medium	\$40.00	\$40.00	Included
- Virtual & Curbside Tea kits - large	\$60.00	\$60.00	Included
- Heritage Culinary Lunch (soup, main, dessert, beverage)	\$25.00	\$25.00	Included
- Heritage Culinary Dinner (apps, soup, main, dessert, beverage, demo)	\$40.00	\$45.00	Added
- Heritage Cocktail & Appetizers (usually for a show)	\$25.00	\$30.00	Added
- Heritage Dinner menu, theatrical, & program (group rate)	\$60.00	\$60.00	Added
- Evening in the Summer Kitchen	\$60.00	\$60.00	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
- Birthday Parties (up to 10 people) (hearth baking, games, craft)	\$150.00	\$150.00	Included
- Extra attendees for Birthday Party	\$15.00	\$15.00	Included
- Extra hour time usage of site for birthday		\$50.00/hour	Included
- Extra food, craft, beverage, and/or activity		\$10.00/each	Added
WALKWAY ENGRAVING BRICKS (trust fund - capital fundraising)		\$75.00	Included
RESEARCH FEES:			
- Individual research fee - daily	\$25.00	\$25.00	Added
- Individual research fee - yearly	\$100.00	\$100.00	Added
- Reproduction fees, photocopying	\$0.50	\$0.50	Added
- Reproduction fees, digital for exhibit or education (for each)	\$25.00	\$25.00	Added
- Reproduction fees, digital for other uses (following copyright laws)	\$100.00	\$100.00	Added
SITE USE:			
- Summer Kitchen / Theatre Only / Grounds (rental of a space)			
- Basic Rental - Not for Profit - half day	\$200.00	\$200.00	Added
- Basic Rental - Not for Profit - 8 hour day	\$300.00	\$300.00	Added
- Basic Rental - Commercial - half day	\$400.00	\$400.00	Added
- Basic Rental - Commercial - up to 8 hours	\$800.00	\$800.00	Added
- Wedding Ceremony and/or Photographs	\$350.00	\$350.00	Added
- Wedding Ceremony and Rehearsal	\$500.00	\$500.00	Added
- Wedding Ceremony only	\$250.00	\$250.00	Added
- Wedding Photographs only or professional photography request	\$200.00	\$200.00	Added
- Basic rental Film Crew - hourly (min. 3 hours)			
** This is for Complete Site Rental - HOURLY **	\$500.00	\$500.00	Added
- Supervisory Fees - hourly for after hours	\$50.00	\$50.00	Added
- Theatre for meeting added, if Heritage menu ordered	\$100.00	\$100.00	Added
ADDITIONAL FEES:			
- Non refundable deposit on Site Rentals, Events, Weddings, etc.			
** Applicable to total invoice**	\$50.00	\$50.00	Added
- Non refundable deposit for Commercial bookings (i.e. film companies)			
** Applicable to total invoice**	\$250.00	\$250.00	Added
- Cleaning Fees	\$75.00	\$75.00	Added
- Tables - per table (after the original 36 on site)	\$5.00	\$5.00	Added
- Chairs - per chair (after what is available on site)	\$2.00	\$2.00	Added
- Waste Disposal	\$250.00	\$300.00	Added
- AV equipment	\$50.00	\$50.00	Added
- Security fees - once tents are set up on lawn (hourly)	\$30.00	\$35.00	Added
- Auxiliary Kitchen for caterer	\$150.00	\$200.00	Added
- Damage fees will apply depending on damage to the site and cost of repair	Hold/deposit refundable	\$100.00	Added
Refreshments:			

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
- Coffee, Tea, Water & all condiments (environmental cups, cream & stir)	\$30.00	\$30.00	Added
- Coffee Big Urn & cups, cream, stir & water	\$40.00	\$50.00	Added
- Coffee, Muffins & Fruit - only for meetings booked - per person	\$10.00	\$18.00	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
TRANSIT CASH FARES			
- Adults, Seniors, & Youth	\$3.20	\$3.30	Exempt
- Students	N/A	N/A	Exempt
- Children (12 and under free when with an adult)	Free	Free	Exempt
TRANSIT BUS PASSES			
- Monthly Pass - Adult	\$74.25	\$76.85	Exempt
- Monthly Pass - School Board	\$51.10	\$52.90	Exempt
- Monthly Pass - Senior	\$63.50	\$65.70	Exempt
- Monthly Pass - Youth	\$32.30	\$33.45	Exempt
- Punch Pass - 20 Rides	\$51.10	\$52.90	Exempt
- Senior Multi 6 Ride Pass (60 years and over)	\$10.25	\$10.60	Exempt
- Senior Multi 12 Ride Pass (60 years and over)	\$20.45	\$21.15	Exempt
- Community Living Algoma	\$58.65	\$60.70	Exempt
- Single Bus Pass	\$3.20	\$3.30	Exempt
- Semester Pass (one semester)	\$204.45	\$211.60	Exempt
SOCIAL EQUITY PASSES			
- Monthly Pass - Adult		\$38.45	Exempt
- Monthly Pass - Youth		\$16.75	Exempt
- Monthly Pass - Adult - 3 months		\$115.35	Exempt
- Monthly Pass - Youth - 3 months		\$50.25	Exempt
TRANSIT SMART CARD REPLACEMENT	\$5.00/card	\$5.00/card	Exempt
TRANSIT CHARTERS - LOCAL			
- Weekdays per hour (minimum 2 hour)	\$173.25	\$179.30	Added
- Sundays per hour (minimum 2 hour)	\$173.25	\$179.30	Added
- Statutory Holidays per hour (minimum 1 hour)	\$191.55	\$198.25	Added
TRANSIT BUS ADVERTISING			
- Governed by Agreement			
COMMUNITY BUS CASH FARES			
- Cash Fare	\$3.20	\$3.30	Exempt
- Punch Pass - 20 Rides	\$51.10	\$52.90	Exempt
PARA BUS FARES			
- Cash Fare	\$3.20	\$3.30	Exempt
- Ambulatory Cash Fare	\$3.20	\$3.30	Exempt
- Attendant Cash Fare	\$3.20	\$3.30	Exempt
- 40 Ride Pass	\$89.30	\$92.45	Exempt
- Out of Zone	\$16.15	\$16.70	Exempt
PARKING METERS			
- Queenstown Area per hour	\$1.55	\$1.60	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"
COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
- City Centre Area per hour	\$1.55	\$1.60	Included
HOODING OF PARKING METERS			
- Single Meter per day	\$5.75	\$5.95	Included
- Double Meter per day	\$11.55	\$11.95	Included
PARKING LOTS			
- Rental - Monthly	\$51.05	\$52.85	Included
- Yearly Rate - Non Refundable	\$522.45	\$540.75	Included
- Daily Rate	\$5.75	\$5.95	Included
HOLIDAY PARKING			
- 2 Week Downtown Holiday Parking	\$0.00	\$0.00	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"
COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	2023 Current Fee	2024 Proposed Fee	GST/HST <i>Included or Added</i>
CEMETERY			
Lots			
Adult			
1 grave lot – minimum 4.0' x 10.0'	\$1,101.00	\$1,400.00	Added
2 grave lot – minimum 8.0' x 10.0'	\$2,200.00	\$2,800.00	Added
Child (6-10 years)	\$397.00	\$415.00	Added
Infant (5 years and under)	\$175.00	\$175.00	Added
Care and maintenance fund – lots on which care and maintenance charges have not been paid.			
This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot).	\$290.00	\$290.00	Added
Cremation Lots (Urn Garden)			
1 grave lot (2.0' x 4.0')	\$409.00	\$625.00	Added
2 grave lot (4.0' x 4.0')	\$818.00	\$1,250.00	Added
New Greenwood Columbarium			
Section M			
Single niches	\$1,115.00	\$1,175.00	Added
Mausoleum crypts			
Section MV (16th build)			
Row 1 (single)	\$12,248.00	\$12,920.00	Added
Rows 2 & 3 (single)	\$14,420.00	\$15,210.00	Added
Row 4 (single)	\$11,638.00	\$12,275.00	Added
Row 1 (companion)	\$20,678.00	\$21,815.00	Added
Rows 2 & 3 (companion)	\$24,367.00	\$25,700.00	Added
Row 4 (companion)	\$19,674.00	\$20,750.00	Added
Interment Charges			
Adult - Single depth	\$1,532.00	\$1,586.00	Added
Child 5 years and under	\$0.00	\$0.00	
Child 6-10 years - Single depth	\$667.00	\$690.00	Added
All cremated remains	\$449.00	\$465.00	Added
Child 5 years and under	\$0.00	\$0.00	
Child 6-10 years	\$222.00	\$230.00	Added
Entombment in mausoleum	\$1,008.00	\$1,043.00	Added
Cremation			
Adult	\$572.00	\$592.00	Added
Child 5 years and under	\$0.00	\$0.00	
Child 6-10 years	\$330.00	\$342.00	Added
Disinterment Charges			
Another gravesite in a municipal gravesite			

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"
COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
Adult	\$2,722.50	\$2,818.00	Added
From single depth to double depth	\$2,953.50	\$3,057.00	Added
Child 5 years and under	\$695.20	\$720.00	Added
Child 6-10 years	\$1,163.80	\$1,205.00	Added
Cremated remains	\$457.60	\$474.00	Added
Niche to niche	\$250.00	\$259.00	Added
Same gravesite or removal from a municipal cemetery			
Adult	\$1,916.20	\$1,983.00	Added
Child under 5 years	\$387.20	\$401.00	Added
Child 5-10 years	\$783.20	\$811.00	Added
Cremated remains	\$248.60	\$257.00	Added
Niche to niche	\$222.00	\$230.00	Added
Mausoleum adult, disinterment & removal from Sault	\$1,742.00	\$1,803.00	Added
From inground burial to mausoleum	\$3,948.00	\$4,086.00	Added
Extra charge if not in concrete container	\$788.00	\$816.00	Added
Extra charge for a container and shipment of a removal from a Sault Ste. Marie cemetery to another location shall be the responsibility of the deceased person's legal representative.			
Double depth disinterments are not permitted.			
Additional Miscellaneous Charges			
<i>Saturday Funeral Surcharge</i>			
Casket	\$139.00	\$490.60	Added
Cremaains	\$111.00	\$306.20	Added
Niche plate (including installation)	\$236.00	\$295.00	Added
Removal of crypt plate or niche plate from the mausoleum for vase installation or extra engraving	\$121.00	\$125.00	Added
Removal of niche plate from the columbarium for vase installation or extra engraving	\$56.00	\$58.00	Added
Mailing of cremaains			
Inside Canada (insured)	\$90.00	\$93.00	Added
To USA (insured)	\$108.00	\$112.00	Added
Outside Canada or USA (insured)	\$235.00	\$243.00	Added
Removal of trees or shrubs from lots – per tree	\$77.00	\$90.25	Added
Transfer fee	\$56.00	\$58.00	Added
Rental of temporary storage facility (flat rate)	\$200.00	\$207.00	Added
Monument cleaning	\$61.00	\$63.00	Added
Tree trimming (1-2 trees)	\$61.00	\$63.00	Added
Flat marker less than 1,116.3 sq m (173 sq in)	\$0.00	\$0.00	
Flat marker over 1,116.3 sq m (173 sq in)	\$100.00	\$100.00	Added
Upright monument measuring more than 1.22 m (4 ft) or less in height or length, including base	\$200.00	\$200.00	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"
COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2023 Current Fee</i>	<i>2024 Proposed Fee</i>	<i>GST/HST Included or Added</i>
Upright monument measuring more than 1.22 m (4 ft) either in height or length, including base	\$400.00	\$400.00	Added
Memorial bench plates	N/A	N/A	Added
Commemorative tree	\$555.00	\$574.00	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "C"
ENGINEERING DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee		GST/HST Included or Added
SEWER CONNECTIONS				
- 100 mm diameter lateral per connection	\$4,483.00	\$4,640.00		Exempt
- 150 mm diameter lateral per connection	\$4,881.00	\$5,052.00		Exempt
- Additional Connection Charges	\$2,326.00	\$2,407.00		Exempt
- Class A Pavement - Additional Charge	\$2,837.00	\$2,936.00		Exempt
- Class B Pavement or Surface Treatment- Additional Charge	\$2,381.00	\$2,464.00		Exempt
- Curb and Gutter - Additional Charge	\$1,304.00	\$1,350.00		Exempt
- Concrete Sidewalk - Additional Charge	\$1,588.00	\$1,644.00		Exempt
- Oversized Excavation for Separate Utilities	\$2,326.00	\$2,407.00		Exempt
- Class A Pavement for Separate Utilities - Additional Charge	\$1,707.00	\$1,767.00		Exempt
- Class B Pavement for Separate Utilities - Additional Charge	\$1,479.00	\$1,531.00		Exempt
- Curb and Gutter for Separate Utilities- Additional Charge	\$740.00	\$766.00		Exempt
- Concrete Sidewalk for Separate Utilities - Additional Charge	\$913.00	\$945.00		Exempt
- CCTV Mainline Sewer Inspection	\$228.00	\$236.00	/hour	Included
CULVERTS				
- Single Driveway	\$3,402.00	\$3,521.00	/driveway	Exempt
- Double Entrance Driveway	\$5,673.00	\$5,872.00	/driveway	Exempt
<i>Additional Charges</i>				
- Culvert Couplings	\$283.00	\$293.00	/coupling	Included
- Additional Culvert length	\$1,130.00	\$1,170.00	/meter	Included
DIGITAL DATA FEES				
- Info Light (Vector) customized to user needs	\$109.00	\$113.00		Included
- Full data Extract	\$283.00	\$293.00		Included
- Raster Image	\$147.00	\$152.00		Included
- Customized Hardcopy/pdf Mapping Products - 11" x 17"	\$28.00	\$29.00		Included
- Customized Hardcopy/pdf Mapping Products - large format	\$55.00	\$57.00		Included
- Plan and Profile Drawings	\$11.00	\$11.00	/sheet	Included
- Lawyer Requests for Sanitary/Lateral Services	\$28.00	\$29.00		Included
MUNICIPAL CONSENT FEE				
- Permit Application Fee	\$55.00	\$57.00		Added
PAVEMENT DEGRADATION FEE (cost per square metre of road cut)				
- Roads Reconstructed or Resurfaced in the past 0-10 years	\$22.00	\$23.00		Added
- Roads Reconstructed or Resurfaced in the past 11-20 years	\$16.00	\$17.00		Added
- Roads Reconstructed or Resurfaced in the past 21-25 years	\$11.00	\$11.00		Added

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "D"
PLANNING DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee		GST/HST Included or Added
REZONING FEES				
- Official Plan Amendment	\$2,420.00	\$2,505.00	/amendment	Exempt
- Rezoning Application Fee	\$2,420.00	\$2,505.00	/application	Exempt
- Combined Official Plan & Rezoning Application	\$3,695.00	\$3,824.00	/application	Exempt
- Removal of a Holding Provision	\$375.00	\$388.00	/removal	Exempt
- Subdivision/Condominium Approval Fee	\$4,615.00	\$4,777.00	/application	Exempt
- Condominium Conversion Fee	\$3,575.00	\$3,700.00	/application	Exempt
- Site Plan Review (Development Control)	\$990.00	\$1,025.00	/application	Exempt
- Signs - Minor Amendment	\$375.00	\$388.00	/sign	Exempt
- Deferred Application	\$85.00	\$88.00	/application	Exempt
- Deferred Application if new Notice is Required	\$355.00	\$367.00	/application	Exempt
- Preparation of a Subdivision Agreement	\$4,730.00	\$4,896.00	/application	Exempt
- Staff Attendance at LPAT Hearings	\$590.00	\$611.00	/hearing day	Exempt
- Telecommunication Tower Review	\$580.00	\$600.00	/review	Exempt
- Site Plan amendments	\$375.00	\$388.00	/application	Exempt
- Patio Agreement Application	\$275.00	\$285.00	/application	Exempt
COMMITTEE OF ADJUSTMENT FEES				
- Minor Variance Application (Single Unit Residential)	\$580.00	\$600.00	/application	Exempt
- Minor Variance Application (Multiple Unit <5 RA /R1 Zone)	\$805.00	\$833.00	/application	Exempt
- All Other Zones	\$935.00	\$968.00	/application	Exempt
- Fence in All Zones	\$465.00	\$481.00	/application	Exempt
- Deferred Minor Variance Application	\$85.00	\$88.00	/application	Exempt
- Consent Application (Base fee)	\$675.00	\$699.00	/application	Exempt
- Consent Application (Plus per lot/Lot Addition)	\$450.00	\$466.00	plus per lot	Exempt
- Consent Application (Plus - per easement)	\$345.00	\$357.00	plus per easement	Exempt
- Final Consent Application	\$225.00	\$233.00	/deed	Exempt
- Deferred Application Fee - No New Notice	\$85.00	\$88.00	/application	Exempt
- Deferred Application Fee if New Notice Required	1/2 Application Fee	1/2 Application Fee		Exempt
- Property Standards Appeal Fee				
- Single Residential Unit in any zone	\$550.00	\$569.00	/application	Exempt
- Less than 5 dwelling units or any other matters in RA and R1 Zones	\$805.00	\$833.00	/application	Exempt
- All other matters	\$935.00	\$968.00	/application	Exempt
- Records Retrieval/Decision Search	\$85.00	\$88.00		Added
- Special Hearing	\$560.00 + Application Fee	\$560.00 + Application Fee		Exempt
- Appeal (Minister of Finance)	Flat fee established by MOF	Flat fee established by MOF		Exempt
- Appeal (Sault Ste. Marie)	\$158.00	\$164.00		Added

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "E"
BUILDING SERVICES DEPARTMENT

1. Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

Permit fee - SI x A

Where SI = Service Index for class of proposed work

A = floor area in m² of work involved

2. A minimum fee of \$121.95 shall be charged for all work or if not described below as a Fixed Fee (FF).

3. For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

4. Penalties for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the penalty shall be an additional 50%. Where framing has commenced the penalty shall be an additional 100%.

Services Offered	2023 Current Fee	2024 Proposed Fee	Service Index (SI)	GST/HST Included or Added
BUILDING / BYLAW ENFORCEMENT				
Administration fee (up to \$200.00)	\$50.00	\$50.00		Added
Administration fee (over \$200.00)	25% of cost	25% of cost		Added
Short term rental file review	\$129.11	\$131.80		Included
Short term rental on-site inspection fee	\$129.11	\$131.80		Included
New Construction / Alterations and Renovations			\$ x 1m ² unless otherwise indicated	
Group A – (assembly occupancies)				
School, churches – New Construction	\$33.24	\$33.93		Exempt
Restaurants – New Construction	\$33.24	\$33.93		Exempt
All other assembly – New Construction	\$33.24	\$33.93		Exempt
Alterations and Renovations (includes decks & roof structures)	\$9.17	\$9.36		Exempt
Air supported structure	\$9.17	\$9.36		Exempt
Emergency lighting	\$358.60	\$366.06 ff per storey		Exempt
Fire alarms	\$358.60	\$366.06 ff per storey		Exempt
Parking garage repairs	\$6.34	\$6.47		Exempt
Portable classrooms foundations	\$9.17	\$9.36		Exempt
Residing, re-roofing	\$1.11	\$1.14		Exempt
Sprinkler, standpipes	\$358.60	\$366.06 ff plus \$0.59/m ²		Exempt
Tents - less than 225m ²	\$129.11	\$131.80 ff		Exempt
Tents - greater than 225m ²	\$430.32	\$439.27 ff		Exempt
Window / Door replacement	\$5.13	\$5.24 /opening + \$129.11 ff		Exempt
Group B - (institutional occupancies)				
All types – New Construction	\$33.24	\$33.93		Exempt
Alterations and Renovations (includes decks & roof structures)	\$9.17	\$9.36		Exempt
Emergency lighting	\$358.60	\$366.06 ff per storey		Exempt
Fire alarms	\$358.60	\$366.06 ff per storey		Exempt
Parking garage repairs	\$6.34	\$6.47		Exempt
Residing, re-roofing	\$1.11	\$1.14		Exempt
Sprinkler, standpipes	\$358.60	\$366.06 ff plus \$0.59/m ²		Exempt
Window/door replacement	\$5.13	\$5.24 /opening + \$129.11 ff		Exempt
Group C – (residential occupancies)				
Single Dwelling (SFD, townhouse, semi, duplex) – New Construction	\$27.35	\$27.92		Exempt
Single Dwelling Modular Units – New Construction	\$23.88	\$24.37		Exempt
All other multiple units – New Construction	\$22.01	\$22.47		Exempt
Hotels, motels – New Construction	\$29.38	\$29.99		Exempt
Alterations and Renovations (includes decks & roof structures)	\$7.33	\$7.48		Exempt
Balcony repairs	\$129.11	\$131.80 ff + \$9.17/unit		Exempt
Basement finishing	\$6.50	\$6.64		Exempt
Basement new under existing dwelling	\$7.33	\$7.48		Exempt
Canopy, carport	\$13.58	\$13.86		Exempt
Emergency lighting	\$358.60	\$366.06 ff per storey		Exempt
Fire alarms	\$358.60	\$366.06 ff per storey		Exempt
Foundation water / damp proofing & tile, pools, fencing, residing, reroofing, decks				Exempt
Single Family Dwelling up to a 4 plex (including accessory buildings)	\$129.11	\$131.80 ff		Exempt
All others	\$1.11	\$1.14 m ²		Exempt
Attached garage and accessory buildings	\$6.50	\$6.64		Exempt
Detached garage	\$6.50	\$6.64		Exempt
Shed < 25 m ²	\$129.11	\$131.80		Exempt
Sprinkler, standpipes	\$358.60	\$366.06 ff plus \$0.59/m ²		Exempt
Window / Door replacement				Exempt
Single Family Dwelling up to a 4 plex (including accessory buildings)	\$129.11	\$131.80 ff		Exempt
All others	\$5.13	\$5.24 /opening + \$129.11 ff		Exempt
Group D – (business & personal services occupancies)				
Offices and all others – shell only – New Construction	\$25.25	\$25.77		Exempt
Interior tenant finishing – New Construction	\$6.88	\$7.02		Exempt
Alterations and Renovations (includes decks & roof structures)	\$7.33	\$7.48		Exempt
Emergency lighting	\$358.60	\$366.06 ff per storey		Exempt
Fire alarms	\$358.60	\$366.06 ff per storey		Exempt
Parking garage repairs	\$6.34	\$6.47		Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "E"
BUILDING SERVICES DEPARTMENT

1. Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

Permit fee = SI x A

Where SI = Service Index for class of proposed work

A = floor area in m² of work involved

2. A minimum fee of \$121.95 shall be charged for all work or if not described below as a Fixed Fee (FF).

3. For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

4. Penalties for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the penalty shall be an additional 50%.

Where framing has commenced the penalty shall be an additional 100%.

Services Offered	2023 Current Fee	2024 Proposed Fee	Service Index (SI)	GST/HST Included or Added
Residing, re-roofing	\$1.11	\$1.14		Exempt
Sprinkler, standpipes	\$358.60	\$366.06 ff plus \$0.59/m ²		Exempt
Window / Door replacement	\$5.13	\$5.24 /opening + \$129.11 ff		Exempt
Group E – (mercantile occupancies)				
Retail store shell, department store, supermarkets, all other Group E – New Construction	\$18.94	\$19.33		Exempt
Interior tenant finishing	\$6.88	\$7.02		Exempt
Alterations and Renovations (includes decks & roof structures)	\$7.33	\$7.48		Exempt
Emergency lighting	\$358.60	\$366.06 ff per storey		Exempt
Fire alarms	\$358.60	\$366.06 ff per storey		Exempt
Parking garage repairs	\$6.34	\$6.47		Exempt
Residing, re-roofing	\$1.11	\$1.14		Exempt
Sprinkler, standpipes	\$358.60	\$366.06 ff plus \$0.59/m ²		Exempt
Window/door replacement	\$5.13	\$5.24 /opening + \$129.11 ff		Exempt
Group F – (industries occupancies)				
Industrial building shell less than 7500 m ² – New Construction	\$14.68	\$14.99		Exempt
Industrial building shell greater than 7500 m ² – New Construction	\$11.93	\$12.18		Exempt
Pre Manufactured Personal Storage Buildings (single storey with direct exterior access to each unit - no interior corridors)	\$9.17	\$9.36		
Parking garage – New Construction	\$9.44	\$9.63		Exempt
All other F occupancies – New Construction	\$14.68	\$14.99		Exempt
Interior tenant finishing	\$6.88	\$7.02		Exempt
Alterations and Renovations (includes decks & roof structures)	\$7.33	\$7.48		Exempt
Emergency lighting	\$358.60	\$366.06 ff per storey		Exempt
Fire alarms	\$358.60	\$366.06 ff per storey		Exempt
Farm buildings	\$6.33	\$6.46		Exempt
Industrial Equipment Foundations	1% of construction value	1% of construction value		Exempt
Parking garage repairs	\$6.34	\$6.47		Exempt
Residing, re-roofing	\$1.11	\$1.14		Exempt
Sprinkler, standpipes	\$358.60	\$366.06 ff plus \$0.59/m ²		Exempt
Window / Door replacement	\$5.13	\$5.24 /opening + \$129.11 ff		Exempt
Demolition				
Single Family Dwelling up to a 4 plex (including accessory buildings)	\$129.11	\$131.80 ff		Exempt
All other Part 9 Buildings (up to 3 storeys and 600 m ²)	\$275.39	\$281.12 ff		Exempt
Part 3 Buildings (greater than 3 storeys or 600 m ²)	\$129.11	\$131.80 ff plus \$0.59/m ²		Exempt
Designated Structures OBC Subsection 1.3.1.1.				
Crane runway	\$1,037.37	\$1,058.94 ff/structure		Exempt
Exterior tanks	\$1,037.37	\$1,058.94 ff/structure		Exempt
Outdoor pool and spa	\$34.51	\$35.23		Exempt
Wind power towers	\$1,037.37	\$1,058.94 ff/structure		Exempt
All other structures	\$477.35	\$487.28 ff/structure		Exempt
Standalone Mechanical				
New ductwork or piping	\$21.24	\$21.68 per diffuser, radiator, or unit		Exempt
Group C Residential Single Family Dwelling (unit and ductwork)	\$201.96	\$206.17 ff		Exempt
New unit	\$201.96	\$206.17 /unit		Exempt
Special mechanical system (exhaust hoods, solar panels etc.)	\$431.46	\$440.44 ff		Exempt
Plumbing & drainage	\$19.82	\$20.23 /fixture		Exempt
Water Distribution Piping (including fire stopping)	\$355.05	\$362.44 ff plus \$0.59/m ²		Exempt
Sewer installation & capping (single residential unit)	\$129.11	\$131.80 ff		Exempt
Site services (water, sewer servicing for all other buildings) \$	\$431.46	\$440.44 ff		Exempt
Oil interceptor	129.11	131.80 ff		Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "E"
BUILDING SERVICES DEPARTMENT

- Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

Permit fee - SI x A

Where SI = Service Index for class of proposed work

A = floor area in m² of work involved

- A minimum fee of \$121.95 shall be charged for all work or if not described below as a Fixed Fee (FF).

- For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

- Penalties for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the penalty shall be an additional 50%. Where framing has commenced the penalty shall be an additional 100%.

Services Offered	2023 Current Fee	2024 Proposed Fee	Service Index (SI)	GST/HST Included or Added
Additional Charges				
Occupancy permit	\$22.01	\$22.47 ff/unit		Exempt
Conditional permit	10% of applicable building permit fees (\$202.30 ff min)	10% of applicable building permit fees (\$206.85 ff min)		Exempt
Change of use permit	\$440.64	\$449.80 ff		Exempt
Foundation for Portable Structures	\$9.17	\$9.36		
Permit renewal/transfer	\$224.73	\$229.40 ff		Exempt
Moving permit	\$129.11	\$131.80 ff		Exempt
Re-inspection	\$129.11	\$131.80 ff		Exempt
Sign permit (as regulated by Sign By-Law 2005-166)	\$129.11	\$131.80 ff each		Exempt
Portable signs	\$129.11	\$131.80 ff each		Exempt
<i>Culvert as determined by Public Works Department</i>				
Curb or sidewalk depression	\$129.11	\$131.80 ff		Exempt
Certificate of zoning conformity Single Family Dwelling	\$129.11	\$131.80 ff + HST		Added
Certificate of zoning conformity Other	\$129.11	\$263.60 ff + HST		Added
File Inquiry and plans inquiry Single Family Dwelling	\$129.11	\$131.80 /SFD + HST		Added
Other	\$129.11	\$263.60 /others + HST		Added
Removal of work order (By-Law)	\$192.78	\$196.79 ff		Exempt
Removal of Order (Building Code)	\$192.78	\$196.79 ff		Exempt
Liquor License Application - all data provided by applicant	\$110.16	\$131.80 ff + HST		Added
Liquor License Application - no data provided by applicant	\$628.41	\$641.48 ff + HST		Added
Alternative Solution Proposal (per application)	\$717.20	\$732.12 ff		Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "F"
FINANCE DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
PENALTIES & INTEREST ON TAXES			
- On the first day after the due date	1.25%/month	1.25%/month	Exempt
- On the first day of each month that the taxes remain unpaid			
- On January 1 of the following year and each month thereafter			
LIBRARY ACCOUNTING FEES			
- Accounting/data processing fees - Library Board	\$13,088.00	\$13,480.00	Exempt
INTEREST - ACCOUNTS RECEIVABLE			
- On all accounts more than 30 days old	1.25%/month	1.25%/month	Exempt
TAX CERTIFICATES			
- Tax certificate (Certified Statement of Tax Account Status)	\$60.00	\$65.00	Exempt
TAX ACCOUNT TITLE SEARCHES			
- Title searches for property in arrears	\$50.00	\$75.00	Exempt
TAX ARREARS NOTICES			
- Fee for each tax arrears notice issued	\$5.00	\$5.00	Exempt
TAX SEARCHES & CONFIRMATIONS			
- Confirmation - previous years per property per year		\$10.00	Exempt
- Multiple tax balances per property (bank searches)		\$5.00	Exempt
OFFICIAL PROPERTY TAX RECEIPT/TAX BILL REPRINT			
- Fee for official receipt for income tax purposes (per account/per year)	\$10.00	\$10.00	Exempt
MULTI PROPERTY TAX STATUS INQUIRY			
- For providing system generated account information for Property Account Managers/Agents and owners with multiple properties (5+) in the form of multiple tax statements or compiled listing (Payment in Advance)	\$0.00	\$10.00	Exempt
TAX SALE PREPARATION AND REGISTRATION OF CERTIFICATE	\$300.00	\$300.00	Exempt
TAX SALE TITLE AND SHERIFF'S SEARCH	\$150.00	\$275.00	Exempt
NOTICE OF REGISTRATION (FARM DEBT NOTICE)	\$50.00	\$50.00	Exempt
NOTICE OF SALE - FIRST NOTICE/FINAL NOTICE	\$50.00	\$75.00	Exempt
- Fee is for each notice			
TAX SALE PREPARATION AND REGISTRATION OF CANCELLATION CERTIFICATE	\$200.00	\$200.00	Exempt
TAX SALE PREPARATION AND REGISTRATION OF DEED OR VESTING	\$200.00	\$200.00	Exempt
TAX SALE - ADVERTISING COSTS	\$100.00	\$225.00	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "F"
FINANCE DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
TAX SALE - PAYMENT INTO COURT	\$300.00	\$300.00	Exempt
TAX SALE - CONDUCTING TAX SALE	\$0.00	\$400.00	Exempt
TAX SALE - PAYMENT OF EXCESS OUT OF COURT AFTER 1 YEAR	\$300.00	\$0.00	Exempt
TAX SALE - PREPARATION OF EXTENSION AGREEMENT	\$200.00	\$250.00	Exempt
TAX SALE - EXTRACT OF EXTENSION AGREEMENT	\$2.00	\$2.75	Exempt
- Fee is per page			
PAYROLL GARNISHEE			
- Fee for garnishee of payroll cheque per pay per cheque (where applicable)	\$10.00	\$10.00	Exempt
NSF CHEQUE FEE			
- Fee for a cheque being returned per cheque	\$40.00	\$40.00	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "G"
FIRE SERVICES

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
INSPECTION CHARGES			
- File Search	\$73.15	\$75.70	Added
- Request Inspections	\$127.50	\$131.95	Added
- Rush Fee - 72 hours or less	\$50.00	\$51.75	Added
- Short term rental file review and on-site inspection fee	\$127.50	\$131.95	Added
AIR BOTTLE REFILLS			
- Refill per bottle	\$7.15	\$7.40	Added
TRAINING			
- Fire Extinguisher Training (30 person maximum)	\$124.85	\$129.20	Added
BURNING PERMITS			
- New (First) Burning Permit - Valid for 3 years	\$79.00	\$79.00	Exempt
- Burning Permit - Renewal 4 year	\$63.00	\$63.00	Exempt
- Burning Permit - Annual	\$31.00	\$31.00	Exempt
APPROVALS			
- Approvals - Fireworks - Consumer/Family	\$81.50	\$84.35	Added
- Approvals - Fireworks - Exhibition	\$271.70	\$281.20	Added
- Rush Fee - 72 hours or less	\$50.00	\$51.75	Added
COST RECOVERY FEES - current MTO rate will be applied			
Fire Department Specific Response Fees			
Any Cost Recovery Fees as provided for in the Cost Recovery Fire Services By-law and Schedule "G" herein of the City's User Fee & Service Charges By-law for Fire Services attendance at a property for which the property owner has Fire Department insurance coverage.			
False Alarms			
Nuisance False Alarm Fee, Working on System – Not Notified Alarm Fee, Malicious False Alarm Fee			
Malfunction, System Maintenance - not notified, Malicious			
- 1st Call Recovery Fee - no charge	\$0.00	\$0.00	
- 2nd Call Recovery Fee - per truck per call	Current MTO rate	Current MTO rate	Added
- 3rd Call Recovery Fee - per truck per call	Current MTO rate	Current MTO rate	Added
- 4 or more calls - # of calls x per truck per call	Current MTO rate	Current MTO rate	Added
Natural Gas Leaks - caused by no locate			
- per truck per call	Current MTO rate	Current MTO rate	Added
Grow Operation/ Clandestine Labs			
Compliance Inspection Fee and any Fees/Expenses set out Section 8 of City's Cost Recovery By-Law Fire Services, as amended			
- per truck per call	Current MTO rate	Current MTO rate	Added
- plus any additional costs incurred			Added
Miscellaneous			

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "G"

FIRE SERVICES

<i>Services Offered</i>	<i>2023 Current Fee</i>	<i>2024 Proposed Fee</i>	<i>GST/HST Included or Added</i>
Indemnification Technology		Recovery as per Indemnification Technology (Fire Marque)	Added
All Cost Recovery Fees are subject to an Administration Fee - 10% of costs billed.			

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "H"

LEGAL DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee			GST/HST Included or Added	By-Law or Resolution Reference
RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS						
S. & T. Electrical Contractors Limited (AG39)	\$200.00	\$200.00	/month		Added	2013-104
Lyon's Building Centre (Lyons Avenue & Wellington) (L-14)	\$85.00	\$85.00	/month		Added	3807
Hydro One (AG38)	\$250.00	\$250.00	/year		Added	Resolution
Rogers - 363 Second Line West (at Third Avenue) (AG79)	\$833.33	\$833.33	/month		Added	2009-203
72 Tancred Street (DSSAB)	\$2,713.83	\$2,713.83	/month	Subject to CPI	Added	2023-065
Part 65 Old Garden River Road (DSSAB) (AG74)	\$161,016.50	\$161,016.50	/year	Subject to CPI	Added	2019-170
Part 65 Old Garden River Road (Sault Area Hospital) (AG69)	\$85,570.32	\$87,425.28	/year	Subject to CPI	Added	2008-32
Bell Mobility Cathcart Street - West Street (AG67)	\$6,800.00	\$6,800.00	/year		Added	2007-24
Bell Mobility Part 57 Des Chenes Drive (AG131)	\$5,500.00	\$5,500.00	/year		Added	2014-32
Bell Mobility - Site W3952 - GFL Memorial Gardens (AG145)	\$3,500.00	\$3,500.00	/year		Added	2015-182
Bell Mobility - Pine Street	\$6,100.00	\$6,100.00	/year		Added	2022-172
Rogers Communications Inc. - 638 Cathcart Street (AG132)	\$770.00	\$770.00	/month		Added	2014-58
POA rent - Civic Centre	\$4,714.50	\$4,714.50	/month		Added	No agreement
Sault Ste. Marie Innovation Centre rent - Civic Centre	\$6,265.39	\$6,265.39	/month		Added	Agreement
Superior 7 Signs - 331 Queen Street East (AG65)	\$900.00	\$900.00	/year		Added	Agreement
Algo Signs - 723 Great Northern Road (2 signs) (AG48)	\$2,400.00	\$2,400.00	/year		Added	2001-195
Superior 7 Advertising Ltd. - Sign - Lake Street (AG50)	\$950.00	\$950.00	/year		Added	2002-80
Sault Ste. Marie Model Aircraft Radio Control Club (AG73)	\$400.00	\$400.00	/year		Added	2018-31
Kevin Belsito (AG150)	\$500.00	\$500.00	/year		Added	2015-133
ANNUAL ENCROACHMENTS						
Kelly - Cuglietta Retail Inc. (274 North Street)	\$25.00	\$25.00	/year		Added	4263
Lyon's Building - 625 Queen Street East (Feifel, Marta Rose)	\$25.00	\$25.00	/year		Added	3945
Cambrian Nissan - 460-468 Pim Street	\$25.00	\$25.00	/year		Added	83-265
Flomor Automotive - 53,59 Great Northern Road & 7 Champlain	\$25.00	\$25.00	/year		Added	
Skyline Retail Real Estate Holdings Inc. - 31 Trunk Road (EN)	\$100.00	\$100.00	/year		Added	2018-141
Gugula, Smedley, Barban (123 East Street)	\$25.00	\$25.00	/year		Added	77-335
Pozzo, Doreen Elizabeth (2 Strand Avenue)	\$20.00	\$20.00	/year		Added	3685
Dusanjih, Manjit and Gurwinder & Jaswinder (622 Albert Street West)	\$50.00	\$50.00	/year		Added	
LICENCE AGREEMENTS						
Perkovich, Jo-Anne - 1784 Queen Street East	\$100.00	\$100.00	/year		Included	2021-19
Edwards, Stephen - 1354 Queen Street East - retaining wall	\$100.00	\$100.00	/year		Included	2021-19
CIVIC CENTRE - MEETING ROOMS (Full Day)						
Council Chambers	\$283.00	\$283.00	/day		Included	
Russ Ramsay Board Room	\$112.00	\$112.00	/day		Included	
Biggings Meeting Room	\$112.00	\$112.00	/day		Included	
Thompson Meeting Room	\$112.00	\$112.00	/day		Included	
Plummer Meeting Room	\$56.00	\$56.00	/day		Included	
Korah Meeting Room	\$56.00	\$56.00	/day		Included	
Tarentorus Meeting Room	\$56.00	\$56.00	/day		Included	
Steelton Meeting Room	\$56.00	\$56.00	/day		Included	

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "I"

PUBLIC WORKS DEPARTMENT

Services Offered	2023 Current Fee	2024 Proposed Fee	GST/HST Included or Added
SEWER RODDING			
- Calls during regular hours	\$166.18	\$172.00	Added
- Calls outside regular hours	\$333.31	\$345.00	Added
- CCTV Lateral Inspection	\$238.43	\$247.00	Included
LANDFILL FEES (established by by-law 2003-140)			
- Tipping Fee per tonne	\$77.00	\$77.00	Exempt
- Gate Fee	\$11.00	\$11.00	Exempt
- Out of town (Prince/Rankin) Tipping Fee per tonne	\$100.00	\$100.00	Exempt
- Asbestos per bag following MOE Regulations (up to 4 bags)	\$50.00	\$50.00	Exempt
- Asbestos bulk load - MOE Regulations per tonne after 4 bags	\$200.00	\$200.00	Exempt
- Bio-Medical Waste per tonne per MOE Guideline	\$200.00	\$200.00	Exempt
- Refrigerator/Freezer Disposal (untagged)	\$25.00	\$25.00	Exempt
- Non Hazardous Industrial Solid Waste (for cover material)	\$38.50	\$38.50	Exempt
- Non Hazardous Industrial Solid Waste (non useable)	\$77.00	\$77.00	Exempt
- Residential pick up excess bag tag	\$2.00	\$2.00	Exempt
- Absbestos processing flat fee for bulk load (after 4 bags) Commercial	\$150.00	\$150.00	Exempt
- Container Washing (pressure washer not supplied)	\$65.00	\$65.00	Exempt
- 240 Litre Waste Cart Replacement Purchase (65 gallon) delivery NOT included	\$95.00	\$95.00	Exempt
- 360 Litre Waste Cart Replacement Purchase (95 gallon) delivery NOT included	\$110.00	\$110.00	Exempt

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-184

Licensing (Short-term rentals): A by-law to amend By-law 2022-178 (being a by-law to license, regulate and govern short-term rentals in the City of Sault Ste. Marie).

The Council of The Corporation of the City of Sault Ste. Marie pursuant to section 10 of the Municipal Act, 2001 ENACTS as follows:

1. SHORT-TERM RENTALS LICENSING BY-LAW 2022-178 AMENDED

Short-term rentals by-law 2022-178 is amended as follows:

Remove paragraph 4.1(6)(f) and add:

“(f) Where a Dwelling Unit is not within a primary residence, proof of valid general liability commercial insurance in the amount of at least \$2,000,000, with operations confirmed as a Short-Term Rental, adding ‘The Corporation of the City of Sault Ste. Marie’ as an additional insured, and suitable to the Clerk is required;

(f.1) Where a Dwelling Unit is within a primary residence, proof of valid liability insurance in the amount of at least \$2,000,000, with operations confirmed as a Short-Term Rental, and suitable to the Clerk is required;”

Add “Subsection 4.3 (3)

Any person operating or carry-on business as an STR shall post a copy of their Licence or Licence number upon any form of advertisement, marketing platform, listing, or website used in relation to the STR.”

2 EFFECTIVE DATE

This by-law is effective on the final date of its passing.

PASSED in open Council this 20th day of November, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-185

SEWERS: A by-law to require the Public Utilities Commission to collect a part of the sewer rates and sewage service rates and to repeal By-law 2016-11

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 221 (26) of the *Municipal Act, R.S.O 1990*, chapter M.45 **ENACTS** as follows:

1. PUBLIC UTILITIES COMMISSION – SEWER RATE OR SEWAGE SERVICE RATE

On all bills rendered on or after the first day of January 1, 2024 the Public Utilities Commission of the Corporation of the City of Sault Ste. Marie shall collect for the Corporation of Sault Ste. Marie a sewer rate and a sewage service rate and shall pay to the Corporation the amount as billed, subject to adjustments as follows:

A combined rate of 80% of water rates with customer classes billed:

- i) Residential water customers: 71% of water rates charged by the Commission;
- ii) General water customers: 93% of water rates charged by the Commission.

2. MAXIMUM RESIDENTIAL CHARGE PER MONTH

Despite the provisions of Section 1 of this by-law, the maximum amount collectable by the Public Utilities Commission shall be based on consumption of 90 cubic metres per month.

3. SPECIFIC CHARGE RELATING TO TRAILER PARK UNITS AT 664 FRONTENAC STREET (NORTHLAND TRAILER PARK)

The Sault Ste. Marie Public Utilities Commission shall collect for the Corporation of the City of Sault Ste. Marie a sewer rate and a sewage service rate based upon the water rates for service size less than 1 ½ inch at the residential sanitary percentage of 71% per month from each of the trailer park units located at 664 Frontenac Street (Northland Trailer Park) and shall pay to the Corporation the amount as billed, subject to adjustments.

4. **SUCCESSOR ORGANIZATION**

The provisions of this by-law shall apply to the Public Utilities Commission and any successor organization to the Commission.

5. **BY-LAW 2016-11 REPEALED**

By-law 2016-11, is hereby repealed.

6. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of November, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-186

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and TT FASTER LLC DBA FASTER Asset Solutions for the purchase of a Fleet Management Information System.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated November 20, 2023 between the City and TT FASTER LLC DBA FASTER Asset Solutions, a copy of which is attached as Schedule "A" hereto. This Agreement is for the purchase of a Fleet Management Information System.

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 20th day of November, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as "*FASTER*," and The Corporation of the City of Sault Ste. Marie, located in Ontario, Canada hereinafter referred to as "Customer," agree to the following terms and conditions as detailed below and in the attached Schedules A-E (collectively, the "Agreement"), which are as follow:

- Schedule A: Statement of Work
- Schedule B: Software Upgrades & Support Agreement
- Schedule C: Software License Agreement
- Schedule D: Cloud Service Level Agreement (SLA)
- Schedule E: Pricing & Payment Terms

1. *FASTER* Web and Custom Deliverables:

- a. This Agreement may have custom deliverables, which are distinct and separate from *FASTER* Web. Custom deliverables, if any, will be listed in the Pricing & Payment Terms, attached as Schedule E. There are also several add-on products to *FASTER* Web that may be identified in Schedule E and licensed separately.

Whatever add-ons, custom deliverables and converted data are listed in Schedule E as work product will be deployed together through a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule E. The Soft Go-Live instance is tested in the *FASTER* datacenter and then deployed to Customer's single environment that serves as Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits Customer to perform whatever tests it deems necessary in the later environment to which it will have access. Customer having one environment through the life of the implementation that will be promoted to the production environment is a critical aspect of quality control that is a distinctly important part of the *FASTER* Web implementation process.

b. Integrations & Business Intelligence Work Approvals & Testing:

All solutions, processes, and custom deliverables will be documented in the Statement of Work, which will be confirmed by both parties at the time of project kickoff.

- Post project kickoff change orders will be documented in writing and signed by both parties to confirm agreement.

Data Conversion Testing:

If data conversion services are included in Schedule E, the following will apply:

- i. *FASTER* will perform data validation testing.
- ii. *FASTER* will ensure the accuracy of the data *FASTER* loads into Customer's *FASTER* Web database against the data provided by Customer.

- iii. *FASTER* will confirm Customer's converted data meets the business rules of *FASTER* Web.
- iv. Once *FASTER* has completed data validation testing internally, *FASTER* will provide Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded.
- v. Customer may, at its discretion, perform any due diligence it deems necessary to validate this data.
- vi. *FASTER* will provide data validation test cases for Customer to use free of charge.
- vii. Any data defects Customer finds and reports during its Soft Go Live Data Conversion Testing that are the result of *FASTER*'s work will be corrected by *FASTER* at no charge to Customer.

2. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document, is available to exempt the sale from sales or use tax liability, Customer will provide *FASTER* with a copy of such certificate or document.

3. Proprietary Rights of *FASTER*

- a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are very valuable to *FASTER*, and that their use and disclosure must be controlled.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*. Any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

- b. Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.

- i. Competitive Uses: Customer agrees that it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party. This clause, however, will not prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that it will not:
 - 1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER* (other than for internal backup purposes).
 - 2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement (whether oral, written, tangible, or intangible). Customer may copy for its own use documentation and any other materials provided by *FASTER*.
 - 3. Modify or permit others to modify the system's database structure. Any such modifications will void *FASTER*'s warranties and *FASTER*'s obligation to provide Software Upgrades and Support pursuant to Schedule B.
- ii. Demonstrations. Due to the proprietary nature of *FASTER* Web, Customer agrees not to demonstrate or show *FASTER* Web to any competitors, or consultants that work with competitors, of *FASTER*.

c. Transfer/Expansion of Rights

Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation of law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

d. Equitable Relief

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER*'s proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

e. Binding Effect & Definitions

Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* software or its associated support services, or the provision of or failure to provide support services under this Agreement.

6. Limitation of Liability

Customer agrees that *FASTER*'s liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER*'s total fees.

7. Indemnity

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

8. Confidential Information

“Confidential Information” means any software provided by *FASTER* to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its authorized users, materials marked confidential by Customer or *FASTER* and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided reasonably would be considered confidential. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity, provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other

equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement, including all renewal terms. Upon termination of this Agreement, Faster shall purge any Confidential Information belonging to the Customer.

9. Term and Termination

The initial term of this Agreement shall be for five years from the Effective Date. After expiration of the initial term, Annual Software and Support (as outlined in Schedule B) shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Annual Software and Support in this Agreement will increase annually by the Consumer Price Index for the United States as published by the Bureau of Labor Statistics of the United States Department of Labor (capped at no more than 6% annually), or, if specified, by the amount identified in the pricing quotation. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

a. Termination by *FASTER*

FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER*'s notice to Customer of such breach; (b) Customer is in material breach of this Agreement, provided such breach is not cured by Customer within 30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; or (b) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

c. Early Termination

Customer recognizes that pricing consideration is given for multi-year term agreements. In the event that Customer elects to cancel the Agreement without cause prior to the completion of the initial term, Customer agrees to pay 85% of the unbilled portion of the Agreement for the remaining term.

10. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from Customer will be of no effect unless agreed to in writing by *FASTER*.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections, pandemics or any other causes beyond the reasonable control of the party whose performance is affected.

f. Limitation Period (2 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen, or, in the case of non-payment, more than two (2) years from the date of the last payment.

g. Asset Count

FASTER reserves the right to periodically and reasonably confirm Customer's Standard Active Asset and Non-Standard Active Asset counts. Customer will reasonably cooperate with *FASTER* in the asset count confirmation process. Should those counts exceed the

number of active assets licensed by Customer, *FASTER* reserves the right to bill Customer for those excess assets at the applicable additional asset rate noted in Customer's Statement of Work (SOW), Pricing & Payment Terms.

h. Public Agencies

With *FASTER*'s approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount(s) provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

i. Governing Law

This Agreement will be governed by the laws of Ontario, Canada. Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

AGREED TO:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE	TT FASTER LLC DBA <i>FASTER</i> Asset Solutions:
By: _____ Matthew Shoemaker	By: _____ 
Title: <u>Mayor</u>	Title: <u>President</u>
Date: <u>November 20, 2023</u>	Date: <u>10/20/2023</u>

By: _____
Rachel Tyczinski

Title: City Clerk

Date: November 20, 2023

Schedule A: Statement of Work

1. SERVICES

- a. Orders for Services.
 - i. *FASTER* will provide and make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable written Quote signed by all parties, which becomes an Order.
 - ii. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.
- b. Professional Services.
 - i. If specified in an Order, *FASTER* will provide Professional Services to Customer in accordance with this Agreement and the applicable Order.
 1. Data Extraction Support Services – optional add on service to support Customer with data extraction, mapping, and database population from existing database to *FASTER* Web MSSQL staging database.
 - ii. *FASTER* will own any improvements, enhancements, configurations, or other derivative works to the Cloud Services made by *FASTER* in connection with the Professional Services.
- c. Training Services.
 - i. *FASTER* shall provide training services via live, instructor led web-based internet sessions, live in person sessions, and via collateral materials for self-directed customer training. All training options shall include the instructional materials provided.
 - ii. Training may include some or all of the following training; supervisory and administrative functions, technicians, train the trainer, operators, and other identified customer representatives.
 - iii. All quotes for training options and/or combinations will be delivered in writing and only executed with Customer's authorized signature. Onsite training is recommended at key intervals based on customer need and/or deployment complexity. *FASTER* will provide quotes for onsite training as requested and/or as recommended at *FASTER*'s then-current rates (unless specified in an Order. otherwise) plus travel expenses, which include airfare, ground transportation, parking, lodging, per diem, and administrative expenses.
- d. Implementation/Configuration Services.
 - i. *FASTER* shall provide Customer with account setup information within fourteen (14) days of the effective date of Order.
 - ii. To permit *FASTER* to perform historical data import, Customer shall provide *FASTER* with any requested configuration information and a copy of the Customer *FASTER* Win database and/or other external database as applicable. This typically is provided within twenty (20) business days of the applicable Order's effective date, or at a date mutually agreed upon within the project plan.
- e. Custom Work

- i. This Agreement may have custom work product, which is distinct and separate from the *FASTER* Web services and software. Custom work, if any, will be listed in Schedule E, or within a subsequent order document.
 - ii. There are also several software products that are licensed separately. Therefore, if the product is not specifically listed in Schedule E, no license rights are conveyed.
- 2. PROJECT MANAGEMENT.
 - a. Project Managers.
 - i. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services.
 - ii. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement.
 - iii. Customer's project manager will assist with scheduling and coordinating training sessions and other requests Customer may have for the Services.
 - iv. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.
 - b. Delays in Performance.
 - i. *FASTER* shall not be deemed in breach of its obligations under this Agreement or otherwise liable if *FASTER*'s performance of its obligations under this Agreement is prevented or delayed by the unavailability of Customer's data, to include, but not be limited to, an existing *FASTER* Win database or other existing database.
 - ii. Additionally, *FASTER* will not be considered in breach of its obligations due to Customer delays with respect to configuration decisions, training scheduling, assigned project task completion, differences in the descriptions of the fleet as provided by Customer, or any other act or omission of Customer, its project manager, or any other of its agents, subcontractors, consultants or employees.
 - iii. *FASTER*'s obligation to perform will be extended by the same number of days as Customer's contingent action is delayed plus additional coordination time that results from these delays.
 - iv. *FASTER* will always work to minimize delays and partner with the Customer to address solutions if and when these situations occur.
- 3. *FASTER* Web Application
 - a. One instance of the *FASTER* Web application with one database is included.
 - b. Unlimited user access (named accounts) is included.
 - c. *FASTER* Fleet Management Dashboard includes 8 Key Performance Indicator (KPI) Charts, as Module landing page charts.
 - d. MODULES
 - i. Assets
 - ii. Inventory
 - iii. Maintenance
 - iv. Fuel
 - v. Accounting
 - vi. Vendors
 - vii. Reports
 - e. Technician Workstation
 - f. Customer Portal
- 4. SELECTED (OPTIONAL) SOFTWARE COMPONENTS

- a. Selected software add-on components as indicated in the Order.
 - b. Selected components are not included in the standard *FASTER* Web Application and are priced separately for initial and ongoing recurring fees.
5. Application Programming Interface (API) (OPTIONS)
- a. Communication protocol that allows communication between *FASTER* Web and specifically identified application. Includes all required definitions and protocols to communicate with external application as identified. Includes updates to the API if required due to definition or protocol changes.
 - i. Integrations Web Service API to retrieve, create, update, and delete API data is included with any purchased API. The Integrations Web Service returns setting values from the integration console and captures the execution history by status.
 - ii. Health Web Service API included with any purchased API option. Confirms user authentication and communication success, and provides diagnostics information for troubleshooting communication activity.
 - b. Maintenance Repair API
 - i. Retrieve work order and direct charge repair information from *FASTER* Web
 - c. Asset Alerts API
 - i. Retrieving and creating alerts from telematics vendor for assets in *FASTER* Web once per hour.
 - ii. Create one or more alerts for an asset or a collection of alerts for an asset in *FASTER* Web.
 - d. Asset Locations Web Service API
 - i. Create GPS location record for an Asset in *FASTER* Web from an external automated vehicle location/GPS vendor.
 - ii. One or more new location records are created once per hour per asset.
 - e. Inventory Orders and Invoices API
 - i. Import invoices into *FASTER* Web based on received date
 - ii. Import orders and line items by status and date
 - iii. Import orders and line items by Vendor Name, Vendor Code, and Purchase Order Number
 - iv. Create orders and order line items (optional parameter)
 - v. Deletes orders and order line items.
 - f. Inventory Item Request Web Service API
 - i. Retrieve item requests and create item request messages.
 - ii. Item requests include Storeroom, Begin and/or End Date and Offset
 - iii. Item Request Messages for technician include Item Request Identifier (unique), Message Subject, Message Body
 - g. Asset Meter Readings Web Service API
 - i. Create meter readings for each asset in *FASTER* Web daily per asset from external vendor data feed.
 - h. Purchase Orders Web Service API
 - i. Import one or more Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
 - ii. Create one or more purchase orders and budget line items for purchase orders.
 - i. Process Billing Automation Web Service API
 - i. Auto create date specific billing statement in *FASTER* Web
 - j. Asset Birth Certificate Web Service API

- i. Retrieves and updates Assets in *FASTER* Web.
 - ii. Parameters include current Asset Status, date, VinSerial, License, Asset Number, and Organization.
- 6. Integrations (OPTIONS)
 - a. Asset Alerts Import
 - i. Import telematics alerts such as, but not limited to, Diagnostic Trouble Codes (DTC), fault codes, inspection comments from external vendors.
 - b. Asset Locations Import
 - i. Latitude and longitude GPS data points imported from Automated Vehicle Locator system and displayed on *FASTER* Web's map
 - ii. Fixed location and ignition status at time of import to be used to track parked vehicle locations.
 - iii. Requires vendor provided flat file that contains all required data or *FASTER* Web can fetch data via an APIs using SOAP-based web services or RESTful-based APIs
 - c. Asset Meter Readings Import
 - i. Import cumulative asset meter readings available from vendor into *FASTER* Web.
 - ii. Supported meter types that may be imported include Miles, Hours, PTO, Engine Idle Hours, etc.
 - iii. *FASTER* Web can fetch meter data from external vendor APIs using SOAP-based web services or RESTful-based APIs. Flat files with conforming data structure can be imported as well.
 - d. Single Vendor Fuel Import
 - i. Import fuel usage data by asset from a Fuel System Vendor (FSV).
 - ii. Live production export flat files including the complete disbursement transaction data from Fuel System Vendor are required for import.
 - e. Fuel Dispenser Integration
 - i. Allows *FASTER* Web users to track the individual fuel site and/or dispenser source.
 - ii. Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.
 - f. VIN Decoder
 - i. Scan or manually enter a VIN into *FASTER* Web Create Asset and Select Asset processes.
 - ii. VIN decoded by the National Highway and Transportation Safety Administration (NHTSA).
 - iii. Automatically creates Table Look Up values, such as Make, if the value provided by NHTSA is not in *FASTER* Web.
 - iv. Decoded VINS trigger import of the following fields and pre-populate in *FASTER* Web "Create New Asset" function.
 - 1. Vehicle Make, Vehicle Model, Year, Drivetrain, Engine
 - v. Decoded NHTSA values not already in the system will automatically be added to the appropriate field list in Setup when saving the asset.
 - vi. NHTSA values are checked to confirm active status in *FASTER* Web.

7. Modules (OPTIONS)

- a. Barcoding Add On
 - i. Software to scan and print 2D or Symbology – Code 128 barcodes
- b. Alert Filtering and Mapping Add On

- i. Automatically create pending repairs or service items
 - ii. Automatically send text or email custom notifications.
 - iii. Assign custom descriptions to alerts from vendor provided XML file
 - iv. Optional alert description reference mapping to SAE (Society of Automotive Engineers) codes with SAE subscription.
 - c. Dashboard Add On
 - i. Separate module with user definable views and settings
 - ii. 12 additional KPI (Key Performance Indicators) Charts
 - d. *FASTER* Web Inventory Import Utility (IIU)
 - i. Interface that enables the issuance of parts and credits to *FASTER* Web work orders.
 - ii. Supports import of Inventory (parts) data from parts or fluid vendor.
 - iii. IIU is incorporated directly in *FASTER* Web Integrations Module
 - iv. Configuration is done within the *FASTER* Web Integrations Module, results are imported directly into the module.
 - v. Scheduling frequency of import as often as every five minutes.
 - vi. Data is retrieved via an external vendor provided comma separated value (CSV) flat file from a designated file location or SFTP site.
 - e. Web-Based MotorPool Module
 - i. Software package to manage Asset Sharing, Asset Rentals and Asset Reservations for both attended and unattended motor pools
 - ii. Unlimited user access (named accounts)
 - iii. Workflow processes to manage customer and end user interaction, rate structures, multiple motor pool locations, and consolidated billing.
 - f. Key Box Integration
 - i. Required to integrate keybox hardware with *FASTER* MotorPool module. Includes keyfob tracking, dispatch and reservations without requiring an onsite attendant.
8. Exports (OPTIONS)
- a. Asset Alert Results Export
 - i. Utility to export alerts from *FASTER* Web by status fixed or cleared status.
 - ii. Fixed Alert exports include Alert Status, Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed
 - iii. Cleared Alert exports include Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared
 - b. Asset Birth Certificate Export
 - i. Utility to provide initial and ongoing data for new and updated assets related to: asset identification, acquire/dispose, engines, fuel types, and meters for consumption by external solutions.
9. Data Services (OPTIONS)
- a. Data Extraction Mapping Tools
 - i. Option 1: Pre-designed MS Excel data mapping template
 - ii. Option 2: MSSQL Staging Database provided for mapping and populating existing data for migration
 - b. Level 1 Data Conversion and Testing

- i. Data conversion from existing database to *FASTER* Web database. Includes Asset/Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records.
 - ii. Data Validation testing conducted to confirm data conversion integrity.
 - c. Level 2 Data Conversion and Testing
 - i. Data conversion from existing database to *FASTER* Web database. Includes Fuel Transaction Details and Work Order Transaction Details
 - ii. Data Validation testing conducted to confirm data conversion integrity.
 - d. Level 3 Data Conversion and Testing
 - i. Data conversion from existing database to *FASTER* Web database. Includes Inventory Orders/Receipt Transaction Detail, Chart of Accounts
 - ii. Functional stability testing conducted to ensure no data conflicts with *FASTER* Web table structure.
 - iii. Data Validation testing conducted to confirm data conversion integrity.
10. Implementation/Pre Go-Live Training Modules – training modules are continually enhanced and updated, examples of these modules are found below.
- a. Maintenance Management Overview
 - b. System Configuration for *FASTER* Web system settings
 - c. Training Plan and Schedule for specific system users and job functions.
 - d. Live System Management Webinars: Assets, Inventory, Maintenance, Vendors, Reports, and Dashboards.
11. Go Live Training
- a. Typically delivered on site during the first week *FASTER* Web is deployed and fully implemented.
 - b. Full system review followed by comprehensive sessions covering Setup of Users and Permissions; Inventory; Maintenance, Creating Work Orders; Fuel; Accounting; Vendors; Reports; and Technician Workstation.
12. Post Go-Live Training (OPTIONS)
- a. Users are invited to attend scheduled *FASTER* Q&A topic focused sessions to get questions answered, learn best practices, and sharpen their *FASTER* Web skills. These are available for no additional charge for 12 months after Go-Live.
 - b. Add on programmed training packages are available at scheduled intervals (i.e., quarterly, semi-annually, and annually) after Go-Live. These packages include review and reinforcement, advanced specialty training, and new employee introductory training modules. Training packages are conducted both remotely and in person as required.
 - c. New manager training program modules are available to introduce Customer new hire management to the *FASTER* Web solution and provide understanding of the tools, capabilities and reporting analytics to replacement management personnel.

Schedule B: Software Upgrades & Support Agreement

1. Software Upgrades & Support will consist of: (i). Upgrades to the *FASTER* Web software and custom deliverables listed in any Statement of Work; (ii). Correction of defects to keep the software in conformance with the applicable user documentation; and (iii). Support listed in Section 4.
2. Software Upgrades:
 - a. Software upgrades are regularly scheduled and implemented by *FASTER* to all customers with current Software Upgrades & Support Agreements (i.e., it cannot have expired). After the initial term, Software Upgrades & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrades & Support provides the following upgrade benefits:
 - i. Upgrades to *FASTER* Web: Each new version release is included under this Agreement.
 - ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of *FASTER* Web.
3. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses *FASTER* Web, and, if custom deliverables are included in Schedule E, the associated detailed Requirements Document.
4. *FASTER* Software Support Coverage and Policies

Overview

FASTER Support Services are set forth in this Software Upgrades & Support Agreement. During the term of this Agreement, *FASTER* will provide the following support services if the Licensed Software does not operate substantially in accordance with the documentation. Support will be handled via phone, email, and the internet when *FASTER* support personnel are not at Customer's site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by *FASTER* support representatives.

- Full-service support hours are weekdays from 7:30 AM – 6:00 PM Eastern Time, except for holidays.
- On call support personnel are available 24/7/365 to handle Urgent and High severity issues outside of standard business hours.
- All support cases are entered in the *FASTER* tracking system, assigned a case number, and documented via email with a response and case number sent to Customer.

Assignment of Service Request Severity

When Customer has opened a service request and reaches customer support, the *FASTER* associate will assess the severity of the request based on Customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity level to Customer's reported issue for the *FASTER* Web cloud-based solution.

Severity Level	Criteria
Urgent	<ul style="list-style-type: none">Customer's production system is down due to an issue with a <i>FASTER</i> product.<i>FASTER</i> product is unusable resulting in total disruption of work or other critical business impact.No workaround is available
High	<ul style="list-style-type: none">Major feature/function failureOperations are severely restrictedA workaround is available
Medium	<ul style="list-style-type: none">Minor feature/function failureProduct does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	<ul style="list-style-type: none">Minor issueDocumentation, general information, enhancement request, etc.

Response and Resolution Targets

FASTER Support response and resolution targets are described below:

Response: When *FASTER* Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure **a clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue.**

FASTER offers the option to submit support requests in three ways: via our web portal, direct email to support@fasterasset.com, or via our phone support line.

Severity Level	Target Response	Target Resolution	Solution (1 or more of the following)
Urgent	1 Business Hour	Within 4 hours from actual response	<ul style="list-style-type: none">Satisfactory workaround is providedProduct patch is providedFix incorporated into future releaseFix or workaround incorporated into Solution Library
High	4 Business Hours	Within 36 hours from actual response	<ul style="list-style-type: none">Satisfactory workaround is providedProduct patch is providedFix incorporated into future release

			<ul style="list-style-type: none"> Fix or workaround incorporated into Solution Library
Medium	1 Business Day	Within 5 Business Days	<ul style="list-style-type: none"> Answer to question is provided Satisfactory workaround is provided Fix or workaround incorporated into Solution Library Fix incorporated into future release
Low	1 Business Day	Within 10 Business Days	<ul style="list-style-type: none"> Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts *FASTER* Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open/In-Process	A service request has just been submitted. It may be assigned to an individual or a queue. <i>FASTER</i> has responded to Customer regarding receipt of the service request and is actively pursuing a resolution.
Waiting on Customer	<i>FASTER</i> is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand. However, service requests may be put on hold for other reasons as well.
Active	<i>FASTER</i> has identified the issue and is actively working on a resolution, but the issue requires additional activities, such as, but not limited to, development, integration, third-party discussions, and additional Customer department interaction. <i>FASTER</i> will regularly provide status updates and expected resolution timelines to the customer.
Closed	<p>Closed status reflects that:</p> <ul style="list-style-type: none"> Customer and <i>FASTER</i> agree that a satisfactory resolution has been provided, or Customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or <i>FASTER</i> has made multiple attempts to contact Customer that opened the log and Customer has not responded. <p>Electronic service requests (Web, e-mail) may be closed when <i>FASTER</i> Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>

Networking, hardware and installed software at the site are the sole responsibility of Customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software or Mobile Modules also is not covered in Support Services.

5. Training is provided as requested by Customer. Options for training include initial “Go-Live Training,” remote, web-based training, regional training sessions, progressive system administrator training, and onsite, in person training. Each option will be quoted, in writing, for Customer’s review. Once accepted, the account management team will coordinate scheduling at the earliest mutually acceptable date.
6. Customer’s Responsibilities:
 - a. Customer’s representative(s) must be qualified and authorized to communicate all necessary information.
 - b. Customer accepts sole responsibility for any compatibility problems between the *FASTER* Web software and any other application software or non-current software programs not maintained or supported by *FASTER*.
 - c. Provide all relevant information and supporting details necessary to clarify support issue(s).

Term:

A lapse in Software Upgrades & Support is defined as non-payment for 60-days. Customers who enter delinquent status may be subject to suspension of some or all services, including, but not limited to support, product updates, or access to cloud-based services. Removal of delinquent status will be at *FASTER*’s discretion and may require a penalty payment and/or increase in recurring service costs.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. Recurring service fees may be pro-rated to reflect term agreement pricing as is applicable.

Schedule C: Software License Agreement

1) Scope of License

a) Grant:

Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E: Pricing & Payments Terms (including all orders and/or addenda accepted following execution of this Agreement, which shall be incorporated automatically into Schedule E at the time of acceptance) and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on *FASTER*'s hosting provider's hardware, as agreed by the Parties in Schedule E; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware and in the number of copies of the Licensed Software permitted in Schedule E (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

- b) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E or by the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by this Agreement; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER*'s commercial disadvantage.

2) SaaS Services.

- a)** Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E and for Customer's internal business purposes in accordance with the Documentation. *FASTER* shall host the Licensed Software on *FASTER*'s hardware, during the Access Term, as agreed by the Parties in this Agreement.
- b)** Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 2 is a services agreement and *FASTER* will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.
- c)** Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in this Agreement or Documentation shall be construed to confer any license to any of *FASTER*'s intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.
- d)** Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E and the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether on a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-

sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER*'s commercial disadvantage.

- 3) The term of this license or subscription will, unless written notice of termination is given at least 60 days prior to the end of the then-current term, automatically renew at the end of each term for a subsequent term equal in duration to the original term.

- 4) Environment:

Customer understands that it may use the Licensed Software in a single environment. In this Agreement, an "environment" is defined as a single installation (instance) of the Licensed Software and one *FASTER* Web database.

- a) **SINGLE FASTER TEST/PRODUCTION ENVIRONMENT:** In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon loading a final Go-Live database, this test environment will then be promoted to become the production environment.
- b) **OTHER TEST OR DEVELOPMENT ENVIRONMENT/S:** Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with the additional license and annual support fees outlined in Schedule E.

- 5) Software Modifications:

Customer may not modify the Licensed Software, including, but not limited to, reverse engineering of any component of the Licensed Software in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the Licensed Software are null and void.

Schedule D: Cloud Service Level Agreement (SLA)

1. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of Customer administering the *FASTER* Web software. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the *FASTER* Web software. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the *FASTER* Web software solely in accordance with the terms and conditions of this Agreement.

2. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

3. Database Rights and Access:

- 3.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.
- 3.2 Access to Database: Unless Customer purchases the optional "Database Access," Customer will not have access to the database or database server (e.g., to run queries directly against the database). However, Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web, Customer will have access to the business intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

4. Cloud Service Level Agreement:

- 4.1 Availability: *FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below.

- 4.1.1 Formula. The *FASTER* software will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the *FASTER* software for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month = TMM

Total minutes in the month the Service is unavailable = TMU

And: ((TMM-TMU) X 100)/TMM = Availability

4.1.2 For purposes of this calculation, the *FASTER* software will be deemed to be unavailable if application functions do not successfully complete. Further, the *FASTER* software will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 4.1.3 and 4.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.

4.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The *FASTER* Web software will not be considered Unavailable for any outage that results from maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object. (c). Downtime resulting from errors or issues created by Customer will not be included in the Unavailable total. (d). Should Customer opt to purchase access to the database, *FASTER* is not accountable for disruptions caused by Customer's actions related to database access.

4.1.4 The *FASTER* network extends to, includes and terminates at the datacenter located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the " *FASTER* Network"). The *FASTER* Web software will not be considered Unavailable for any outage unavailability due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.

4.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

4.2.1 If the total Availability (as calculated in Section 4.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Cloud Service Level Agreement.

4.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal to 1/30th of the monthly fee for the cloud services to Customer (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All Service Credits will be calculated assuming a 30-day month. Except as provided above in Section 4.2.1 of this SLA, Customer's right to receive Service Credits will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

4.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

4.3. Performance: Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.

SCHEDULE E: PRICING AND PAYMENT TERMS

Payment Schedule

New Customer - SaaS Quote

SCHEDULE E: PRICING AND PAYMENT TERMS			
Payment Schedule			
MILESTONE	SCHEDULED	PAYMENT	PAYMENT
Upon Purchase Confirmation	November.2023	50% One Time Fees	\$ 37,475.00
Project Kickoff	January.2024	25% One Time Fees	\$ 18,737.50
Data Delivery and Go-Live	2024	25% One Time Fees	\$ 18,737.50
Project Kickoff	January.2024	100% of 1st Year Recurring Fees	\$ 69,026.61

(Insert Quote/Order)



SOLUTION PROPOSAL

FLEET MANAGEMENT SOFTWARE

FASTER

Karen Marlow

City of Sault Ste Marie, ON

Quote #: 1859 v3

Quote Date: Nov 1, 2023

Quote Expires: Nov 30, 2023

FASTER Asset Solutions Quote and Proposal



Karen Marlow

Manager of Purchasing

City of Sault Ste Marie, ON

FASTER Asset Solutions is pleased to submit our proposal, City of Sault Ste Marie, ON, Canada - SAAS RFP. FASTER has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. FASTER is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe FASTER is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:

Seventy percent of FASTER's technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as FASTER. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

FASTER Invests in the Long-Term:

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. FASTER Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:

Likely the most important distinction of our company is that FASTER is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

FASTER Asset Solutions

FASTERasset.com | [LinkedIn](#) | [Facebook](#)



Sales@fasterasset.com

757.623.1700

Troy Haworth

troy.h@fasterasset.com

FASTER Asset Solutions
 760 Lynnhaven Pkwy, Suite 203
 Virginia Beach, VA 23452
 United States
 T: 4023055850

Quote #	1859 v3
Date	Nov 1, 2023
Expires	Nov 30, 2023
Contact	Troy Haworth

Prepared for City of Sault Ste Marie, ON
 Karen Marlow
 225 E Portage Ave
 Sault Ste Marie, ON 49783
 Canada

T: 705-759-5298
 E: k.marlow@cityssm.on.ca

ACCEPT QUOTE

City of Sault Ste Marie, ON, Canada - SAAS RFP

FASTER Web Core

Annual Fees

Category	Item	Qty
SaaS / LICENSE	FASTER WEB CORE LICENSE FEE SaaS FASTER Web Core license fee per standard asset. Includes all support and maintenance for year one. Standard assets are those originally valued at \$5,000 or greater and active). <ul style="list-style-type: none">• This includes one instance of the FASTER Web Application with one database.• Unlimited user access (named accounts) included.	368
LICENSE	Requires 5 Year Term Agreement FASTER (Code: 001XT) FASTER WEB Non Standard Assets License Fee (SaaS) For non standard assets (initial purchase price <\$5,000). Includes setup, license fee, lifetime software updates for customers. Fuel Only assets are also considered non standard regardless of initial purchase price. Requires 5 (five) year term agreement. FASTER (Code: FWNSALIC)	368

Category	Item	Qty
SaaS / Hosting	Database Management & Setup SaaS Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. <ul style="list-style-type: none"> • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes all support and maintenance for the first year of service. Requires a 5 year service agreement	1

Faster Asset (Code: DBMSXT)

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	\$43,455.71
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FASTER Web Add-Ons

Annual Fees

Category	Item	Qty
SaaS / INTERFACE	Fuel Import - Single Vendor (SaaS) 5 Year Term Agreement Required Single Vendor Fuel Import This is a single vendor fuel import for a new FASTER Web customer. The import includes 1 (one) of the following options: <ol style="list-style-type: none"> 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system. Site & Dispenser optional add on is available, if required, to the single vendor fuel import	1

FASTER (Code: 300XT)

Category	Item	Qty
SaaS / INTERFACE	Barcode Add-On Setup (SaaS) 5 Year Term Agreement Required	1
	The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control.	
	<ul style="list-style-type: none"> • Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well. • Simplifies inventory and intake processes for inventory items and storerooms. • Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes. • Reduces data errors that occur with any manual data entry process. • Print barcode labels for items, including labels for a range of items simultaneously. 	
	FASTER (Code: 208xt)	
SaaS / INTERFACE	Dashboard (SaaS) 5 Year Term Agreement Required	1
	The FASTER Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.	
	FASTER (Code: 207ncxt)	

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	\$11,880.70
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FASTER Web Integration Add-ons

One-Time Fees

Category	Item	Qty
CUSTOM	Custom Integrations - ERP	1
	Custom integrations include both data imports and data exports. Specialized imports of Purchase Orders, Invoices, and Receipts.	
	FASTER (Code: CSTI)	
	One-Time Subtotal	\$20,000.00

Annual Fees

Category	Item	Qty

Category	Item	Qty
SaaS / INTERFACE	Asset Alert Results Export SaaS - FASTER Inspector[†] Annual Fee - Requires 5 Year Term Agreement FASTER Web has the ability to handle alerts which can be any form of notification, such as a DTC (diagnostic trouble code), repair request, issue, etc. Alerts can be imported via FASTER Webs Alert Import add-on (sold separately). This utility can export the status (fixed or cleared) as well as other details (more below) of alerts which were imported into FASTER Web. There are two type of Alert statuses: Fixed Alerts For each alert that was converted to a repair and completed on a work order by a technician, the export will provide the following: Alert Status (Fixed), Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed. Cleared Alerts For alerts that you determine did not need corrective action and were cleared from Service Request and Alerts page by a user in FASTER Web, the export will provide the following: Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared. (Using this solution would require that your vendor can provide a way to consume the alert results. For example, this solution sends alert data from FASTER Web to another vendors APIs if that vendor has SOAP based web services or RESTful based APIs or if your vendor can consume a flat file that conforms to the many formats this solution can provide.)	1
SaaS / INTERFACE	Faster Asset (Code: 328cXT) Inventory Import Utility (IIU) SaaS - Fluids[†] Annual Fee - Requires 5 Year Term Agreement Faster Asset (Code: 311XT)	1
SUPPORT and MAINTENANCE	Custom Integration Support & Maintenance Custom integrations Support & Maintenance. Faster Asset (Code: CSTIann)	1

* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal	\$13,690.20
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FASTER Web Implementation

One-Time Fees

Category	Item	Qty

Category	Item	Qty
Professional Services / Data Conversion	Core Data Conversion and Implementation This product utilizes a utility and series of packages to convert existing data to a FASTER Web database. The utility converts Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates and Employees/Users Records. As part of the conversion, FASTER will perform two types of testing: <ol style="list-style-type: none"> 1. Functional stability testing to ensure that there are no data conflicts with the FASTER Web table structure 2. Data Validation testing to test that data was converted properly. As part of the data conversion FASTER will assist the client in extraction and preparation of their existing data. FASTER offers two methods to support that extraction, a MSSQL database or MS Excel sheets.	1
	STANDARD DATA EXTRACTION OPTION FASTER will provide an MSSQL staging database into which the Customer's team will map and populate the data you extract from the former database. After the Customer completes mapping and populating the data in the staging database, FASTER will execute the conversion level the Customer chooses which is noted below to transform the data and create a FASTER Web structured database. FASTER will then perform data validation testing.	
	EXCEL MAPPING DATA EXTRACTION OPTION FASTER provides a pre-designed data mapping product option using Excel spread sheets. This is an excellent alternative for customers who may not have staff with experience using MSSQL, but who have a strong understanding of their fleet data and a working knowledge of Excel. FASTER implementation specialists will use this information to create the FASTER Web database and perform data validation testing.	
	The Excel option is not available for clients choosing the Historical Data Conversion Product.	
	Manufacturer: FASTER	
Data Services	<input type="checkbox"/> Advanced Historical Data Conversion & Testing <i>Optional</i>	1
	This package includes the items from the core data conversion and provides clients with the tools to stage the following active records and for FASTER to convert these staged records into their FASTER Web Asset Management System:	
	<ul style="list-style-type: none"> • Historical Work Orders & Direct Charge Transactions <ul style="list-style-type: none"> ◦ Parts Issued on Work Order ◦ Meter Offsets on Work Order ◦ Labor & Sublets • Historical Fuel Transactions (cost, quantity, fuel type, meter reading) 	
	Faster Asset (Code: 400ah)	
Professional Services / Data Conversion	<input type="checkbox"/> Data Extraction Assistance (Hourly) <i>Optional</i>	40
	Optional service to provide customers with assistance extracting, mapping or populating the data. FASTER implementation specialists work with the Customer's Team to extract, map and populate the data from the current database to the MSSQL staging database. This service is proposed on an hourly basis and is typically recommended but is not required for implementation.	
	Faster Asset (Code: 403a)	
	One-Time Subtotal	\$33,000.00

FASTER Web Training

One-Time Fees

Category	Item	Qty
Professional Services / Training	Implementation Training <ul style="list-style-type: none"> Faster Web 101 Introduction Training Planning Meeting Pre-Go Live Six sessions totaling 8 hours of remote, live, instructor-led training focusing on a functional understanding of FASTER Web features to help prepare you for Go Live Go Live <ul style="list-style-type: none"> Three days of onsite, live, instructor-led training Covers functions necessary in day-day fleet work 90 Days Post-Go Live <ul style="list-style-type: none"> Deployment 30 min weekly Status Consult for 1st 30 days Health Check 2-hr call 60 and 90 days from Go Live. Ongoing through 1st Year <ul style="list-style-type: none"> Access to FASTER Resource Central Monthly public Q&A and Seminar on specific topics 	1

Faster Asset (Code: 512-SGL)

One-Time Subtotal	\$21,950.00
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Summary

[†] Non-taxable item

Please contact us if you have any questions.

Total One-Time	\$74,950.00 CAD
Total Annual Support And Maintenance	\$69,026.61 CAD

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Annual Fees
SaaS / LICENSE	—	\$22,341.28
LICENSE	—	\$5,597.28
SaaS / Hosting	—	\$15,517.15
SaaS / INTERFACE	—	\$21,570.90
CUSTOM	\$20,000.00	—
SUPPORT and MAINTENANCE	—	\$4,000.00
Professional Services / Data Conversion	\$33,000.00	—
Data Services	—	—
Professional Services / Training	\$21,950.00	—
Total	\$74,950.00 CAD	\$69,026.61 CAD



- All sales subject to a [FASTER Asset MSA](#) or similar agreement.
- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- PAYMENT TERMS:

SCHEDULE E: PRICING AND PAYMENT TERMS			
Payment Schedule			
MILESTONE	SCHEDULED	PAYMENT	PAYMENT
Upon Purchase Confirmation	November.2023	50% One Time Fees	\$ 37,475.00
Project Kickoff	January.2024	25% One Time Fees	\$ 18,737.50
Data Delivery and Go-Live	2024	25% One Time Fees	\$ 18,737.50
Project Kickoff	January.2024	100% of 1st Year Recurring Fees	\$ 69,026.61

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-187

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Limited for engineering services for the West End WWTP Effluent Pump Upgrades – Contract No. 2023-05E.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated November 20, 2023 between the City and S&T Electrical Contractors Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the West End WWTP Effluent Pump Upgrades – Contract No. 2023-05E.

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 20th day of November, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



The Corporation of the City of Sault Ste Marie

West End WWTP Effluent Pump Upgrades
Contract No. 2023-05E

FORM OF AGREEMENT

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 20th day of Nov in the year 2023, by and between S&T Electrical Contractors Limited, hereinafter called the "**Contractor**",

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the "**Owner**".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the necessary machinery, tools, equipment, materials, supplies, labour, and other means of construction, to complete all of the works shown and described in, and in strict accordance with, the Contract Documents entitled:

CONTRACT NAME: West End WWTP Effluent Pump Upgrades
CONTRACT NUMBER: 2023-05E

which have been signed in triplicate by both parties and which were prepared by AECOM Canada Ltd., acting as Contract Administrator and herein entitled, the "**Contract Administrator**".

2. The Contractor will do and fulfill everything indicated by the Agreement (being this Form of Agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Technical Specifications, the Form of Tender, the Information to Bidders, Ontario Standard Specifications and Drawings, OPSS.MUNI 100 (November 2019 version or newest) and working drawings.
3. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the Special Provisions, Technical Specifications, and General Conditions.
4. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise specified.
5. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the Contract Time specified, and if the said works have not been completed before that date the said Contractor will pay to the Owner the sum of \$500.00 dollars as liquidated damages for every working day beyond the date the said works shall remain incomplete, which amount may be recovered as a debt, or may be set-off against any money payable under this Contract or otherwise.
6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and save harmless the Owner and, its elected officials, officers, employees, volunteers, agents, consultants, and all respective

heirs and executors, successors and assigns, from and against any and all claims, causes of action, losses, expenses, fines, costs (including legal costs), interest, charges and damages of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work, or arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, subcontractors, or those for whom at law the Contractor is responsible, in connection with or in any way related to the delivery or performance of this Contract, whether or not the Owner is partially responsible for such claims, demands, actions, losses, expenses, costs or damages. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement herein.
8. The Owner shall be at liberty to pay any moneys due or to become payable under this Contract in or towards payment of any wages or other moneys which may be owing by the Contractor to any workers or sub-Contractors or other persons for work done in connection with this Contract, or of any moneys which may be owing for materials supplied for the works hereby Contracted for, and before payment of any moneys under this Contract the Owner will require the Contractor to make a statutory declaration as to what moneys, if any, are owing for such wages, work or materials, or that the same have all been fully paid.
9. This Contract is based upon a tender bid submission dated the 31st day of October 2023 made by the Contractor. Where the terms of that tender and the terms of this final agreement vary, this agreement shall take precedence.
10. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post or by telegram addressed as follows:

Owner: The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6
Attention: Catherine Taddo

Contractor: S&T Electrical Contractors Limited
158 Sackville Rd.
Sault Ste. Marie, Ontario
P6B 2G8
Attention: Jamie Esson

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

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

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

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

CONTRACTOR
S&T Electrical Contractors
Limited

Matthew Shoemaker
Mayor

Signature
I have the authority to bind the Corporation

Rachel Tyczinski
Municipal Clerk

Name
(Please Print)

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2023-188

PARKING: A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE 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 93-165 REPEALED

Schedule “A” to By-law 93-165 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 20th day of November, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

Alan Smith	81
Dave Devoe	84
Bill Long	96
Jason Levesque	101
Brian Ford	104
Arian Finlayson	109
James Kemp	110
Anthony McCoy	111
Edward Thorold	112
Lovedeep Sidhu	113
Abhishek Verma	115
Devin Dearing	116
Joseph Barnes	117
Quentin Ketterer	118
Ronald Warnock	119
Brady Bishop	125
Orrette Robinson	126
Anthony Rocca	127
Chelsea Dokis	129
Ryan Vendramin	130
Ravi Kumar	131
Daniel Roussain	132
Aashmeen Thind	133
Jordan Gregorini	135
Michael Steinburg	136
Marc Flumian	137
Michael Heptbourne-Fletcher	138
Rajneesh Kumar	139
Anthony Gallagher	140
Liam Thibault	141
Jason Merrifield	142
Jasinder Singh	143
Riley Higgins	144
Paul Hillier	145
Mikaela Hinz	146
Tyler Stoutenburg	147
Hailey Harris	148
Alexander Pilot	149
Kieran O'Brien	150
Pushkar Dhanekar	153
Davis Fleming	154
Kristen Kirk	155
Mohit Mehta	156
James Roach	158
Spencer Mitchell	159
Michael Bruni	160

Evan Blakely	161
Jorawar Singh	162
Jonathan Craig	164
Kristopher Valley	165

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-189

HERITAGE DESIGNATION: A by-law to designate civic 54 Summit Avenue as being of architectural or historic value or interest.

WHEREAS Section 29 of the *Ontario Heritage Act*, R.S.O. 1990, c. O. 18 authorizes the Council of a municipality to enact by-laws to designate real property, including all buildings and structures thereon, to be of architectural or historic value or interest;

WHEREAS the Council of the Corporation of the City of Sault Ste. Marie has caused to be served on the owners of the lands and upon The Ontario Heritage Trust, notice of intention to so designate the property and has caused such notice of intention to be published in the Sault Star for one time;

WHEREAS no objections to the proposed designations have been served on the Clerk of the municipality; and

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie, pursuant to the *Ontario Heritage Act* ENACTS as follows:

1. PROPERTY DESIGNATED

There is designated as being of architectural or historic value or interest, the property described above and further described in Schedule "A" to this by-law.

2. HERITAGE DESIGNATION REPORT

The Heritage Designation Report of the Sault Ste. Marie Municipal Heritage Committee dated September 18, 2023 recommends that civic 54 Summit Avenue, Sault Ste. Marie, Ontario be designated of significant cultural heritage value and interest pursuant to Part IV of the Ontario Heritage Act.

3. EFFECTIVE DATE

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

PASSED in open Council this 20th day of November, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

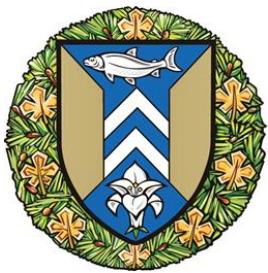
ep \\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2023\\2023-189 Heritage Designation - 54 Summit Avenue.docx

SCHEDULE "A" TO BY-LAW 2023-189

54 SUMMIT AVENUE

PIN: 31545-0265 (LT)

LT 14-15 PL 71 ST. MARY'S,; CITY OF SAULT STE. MARIE



The Corporation of the City of Sault Ste. Marie

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

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Ontario Heritage Act - Part IV Designation of the 54 Summit Avenue

Purpose

The purpose of this report is to seek Council's approval to designate 54 Summit Avenue under the Ontario Heritage Act, due to its significant heritage value to the City of Sault Ste. Marie.

Background

The Sault Ste. Marie Municipal Heritage Committee (SSMMHC) advises City Council as to the cultural heritage value or interest of properties within the Municipality and recommends the designation of significant properties under Part IV of the Ontario Heritage Act. This affords the property, and in particular, the designated heritage features special protection under the Act.

The Municipal Heritage Committee received a designation application for 54 Summit Avenue. The SSMMHC passed the following resolution at their meeting on June 7, 2023;

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the draft designation report for 54 Summit Avenue and that the report be finalized; and further that a report be brought to City Council recommending that 54 Summit Ave. be designated under Part IV of the Ontario Heritage Act.

Analysis

The attached designation report provides a detailed overview of the History of the 54 Summit Avenue and description of the cultural heritage value and key heritage attributes.

Statement of Cultural Value or Interest

The house was commissioned by E.W. Shell who was treasurer at Algoma Steel from 1916-1949. They named the house "the Gables" and the original name plaque still resides on the front of the house.

The architect was Thomas Raybould Wilks (1878-1951) who also designed many historically designated heritage buildings in Sault Ste. Marie, along the North Shore and Ontario.

Key Exterior Features of 'The Gables'

1. It is a unique example of Tudor half-timber design typical of the Arts & Crafts movement. With exceptional craftsmanship and enduring beauty, this meticulously maintained home is in its original state and contains construction techniques and attention to detail not seen in modern style homes such as oak trim, storm windows, steep roof pitch, round-about in yard, etc.;
2. The bricks used are "Canadian Bark" which were typical of the era;
3. The foundation is pink/red Jacobsville sandstone that was dredged from the Sault canal. This sandstone was used in many buildings constructed in the early 1900s in this area;
4. The original storm windows have been maintained and any repairs have been replaced with identical parts that were specially milled;
5. The casement windows are original throughout the house.

Key Interior Features of 'The Gables'

1. English red oak beams in the living room; old red oak architectural woodwork throughout the first storey with prominent wood grain finished in natural stain with orange shellac;
2. French doors;
3. Piano window & built-in shelves in the library;
4. A sunroom (also called a Tuberculosis room) was a classic feature of the Arts & Crafts movement;
5. Built-in breakfast nook;
6. Glass fronted cabinets;
7. Casement and double-hung windows throughout;
8. Baseboards and trim;
9. Design and construction of the brick fireplace and fireplace mantel.

Financial Implications

There is no immediate budgetary impact. The property owner would be eligible to apply for a Designated Property Grant or enroll in the Heritage Property Tax rebate program in the future.

Strategic Plan / Policy Impact/Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Ontario Heritage Act - Part IV Designation of the 54 Summit Avenue

September 18, 2023

Page 3.

Resolved that the report of the Manager of Recreation and Culture dated September 18, 2023 concerning Ontario Heritage Act - Part IV Designation of 54 Summit Avenue be received and that the recommendation by the Sault Ste. Marie Municipal Heritage Committee to designate 54 Summit Avenue under Part IV of the Ontario Heritage Act be approved.

Respectfully submitted,

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

'The Gables' at 54 Summit Avenue

Designation Report



The Gables, 54 Summit Avenue

Researched and submitted by: Alex White, Joe Bumbacco and Nicole Curry

Introduction

The Sault Ste. Marie Municipal Heritage Committee is comprised of members interested in heritage conservation with expertise in a number of related fields such as local history and architecture. The members are appointed by Council and recommend to Council significant properties of cultural heritage value or interest for designation under the Ontario Heritage Act.

The Sault Ste. Marie Municipal Heritage Committee has examined the property known as "The Gables" at 54 Summit Avenue, Sault Ste Marie and recommends to Council that this structure be designated under Part IV of the Ontario Heritage Act.



Photos: Exterior of 54 Summit Ave.

The current owners, have submitted a Request for a Heritage Designation to the Sault Ste. Marie Municipal Heritage Committee for 54 Summit Ave (PIN: LT 14-15 PL 71 ST. MARY'S S/T DEBTS IN T172002; SAULT STE. MARIE).

Description of Property

This beautiful home has been in the same family for 3 generations and its original beauty has been conscientiously preserved. The red oak beams, windows, baseboards & trim, built-in features such as 'the breakfast nook', library and cupboards have never been painted & glow with age (all casement windows are original & throughout the house). It is solidly built and has been lovingly maintained for 94 years. 'The Gables' has been used

in architecture textbooks as an example of Tudor half-timbered style, used by architects of 'The Arts & Crafts' school (ex. Frank Lloyd Wright). The bricks used (Canadian 'bark' brick) were typical of the era and the foundation was erected with the distinct pink Jacobsville sandstone dredged from the Sault Canal. The Gables was built on a double corner lot at a time when several homes were built in the Summit Avenue district by other Algoma Steel executives. Other unique features of the property include a circular driveway in the back of the property to deliver coal.

Statement of Cultural Heritage Value and Interest

1. The house was commissioned by E.W. Shell who was treasurer at Algoma Steel from 1916-1949. Shell named the house "the Gables" and the original name plaque still resides on the front of the house.
2. The architect was Thomas Raybould Wilks (1878-1951) who also designed many historically designated heritage buildings in Sault Ste. Marie, along the North Shore, and across Ontario.



Photo: Front entrance with original door and sign "The Gables"

Key Exterior Features of 'The Gables'

1. It is a unique example of Tudor half-timber design typical of the 'Arts and Crafts' movement. With exceptional craftsmanship enduring beauty, this meticulously

maintained home is in its original state and contains construction techniques and attention to detail not seen in Modern style homes, such as oak trim, storm windows, steep roof pitch, round-about in yard etc.;

2. The bricks used are "Canadian Bark" which were typical of the era;
3. The foundation is pink/red Jacobsville sandstone that was dredged from the Sault canal; This sandstone was used in many buildings constructed in the early 1900s in this area;
4. The original storm windows have been maintained and any repairs have been replaced with identical parts that were specially milled;
5. The casement windows are original throughout the house.

Key Interior Features of 'The Gables'

1. English red oak beams in the living room; old red oak architectural woodwork throughout the first storey with prominent wood grain finished in natural stain with orange shellac;
2. French doors;
3. Piano window & built-in shelves in the library;
4. A sunroom (also called a Tuberculosis room) was a classic feature of the Arts & Crafts movement;
5. Built-in breakfast nook;
6. Glass fronted cabinets;
7. Casement and double-hung windows throughout;
8. Baseboards and trim;
9. Design and construction of the brick fireplace and fireplace mantel.

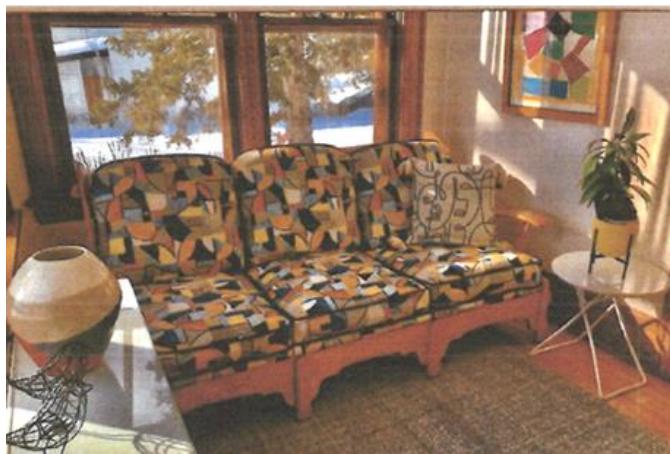


Photo: Sunroom was a classic feature of Arts and Crafts Design



Photo: Breakfast Nook with built-in glass fronted cabinets

Contextual Value

The Gables, 54 Summit Ave is important in defining, maintaining, and supporting the character of an area. The residences on Summit Avenue are a unique grouping of executive-style homes considered so for their uniqueness and historical value.

The Sault Ste Marie Municipal Heritage Committee uses the following criteria when evaluating a property:

- * **A property may be of cultural heritage value or significance if it is associated with the life of an outstanding member of the community or has played a role in an important historical event.**
- * **A building may be of architectural significance if it is a good example of a particular building type, architectural style or period, or if it is the work of an important architect or early builder.**
- * **A building may also have contextual significance if it forms an integral part of the surrounding streetscape.**
- * **A property may be of cultural heritage value or significance if it possesses unique aesthetic or picturesque qualities.**

* A property may be of cultural heritage value or significance if it incorporated the use of local sandstone in the building construction, particularly from the Sault Ste. Marie Canal excavation.

'The Gables' Design

The Gables, 54 Summit Avenue is one of several homes built in the Summit / Boron / Fauquier area by early Algoma Steel Executives.

The home has been owned within the same family for 3 generations and has been preserved. The family would like to ensure that it is preserved for future generations. The family has noted that the 54 Summit Ave house has been cited in architecture textbooks as an example of the Tudor half-timbered style that was used by architects by the Arts and Crafts movement.

The house was built on a double corner lot in 1928-1929 when several other homes were being built in the Summit Avenue district by other Algoma Steel executives. The homeowners note that a garage was added to the property in the 1930s and appears to have been made to resemble the home's style. They state that the exterior has remained the same, which is demonstrated by the photos that they have provided.

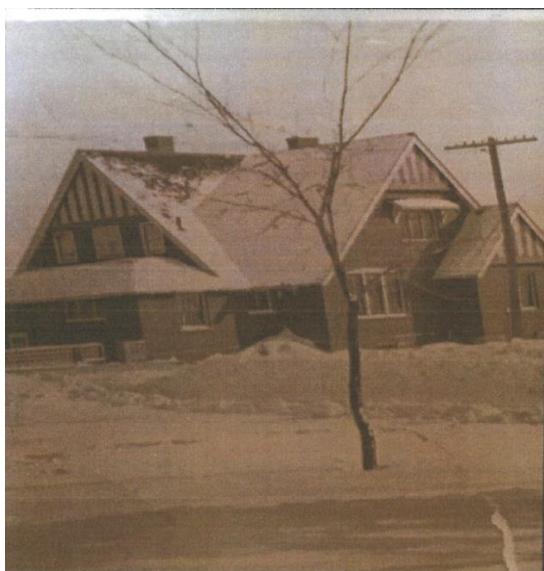


Photo: Before garage was added in 1930's
(View from corner of Summit Ave and Boron Ave)



Photo: Recent photo 54 Summit Ave.

Wilks, Thomas Raybould - Architect of 54 Summit Avenue.

WILKS, Thomas Raybould (1878-1951) was active in Sault Ste. Marie for forty years and can be credited with the design of dozens of schools in that city and in the surrounding Algoma Region. Born in Birmingham, Engl. on 27 July 1878 he graduated from West Bromwich Municipal School of Art and served a four year apprenticeship with Thomas H. Bridge and George Bowden in Birmingham. His parents had emigrated to Sault Ste. Marie before 1900 and at their suggestion Wilks arrived in the city in April 1901. He worked as draftsman for H. Russell Halton there (1901-03), then briefly with Darling & Pearson in Toronto before moving to Moncton in 1903 to take the position of Chief Draftsman for the Inter-Colonial Railway for seven years. He returned to Toronto to join the contracting firm of Mackenzie & Mann, then moved back to Sault Ste. Marie to open his own office in 1912. He maintained a successful practice in the city until after 1950 and died there on 17 September 1951 (biog. and port in Sault Star, 1 April 1913, 1; death notice, Sault Daily Star, 17 Feb. 1951; biog. and list of works in R. Hamilton, Prominent Men of Canada, 1931-32, 448).



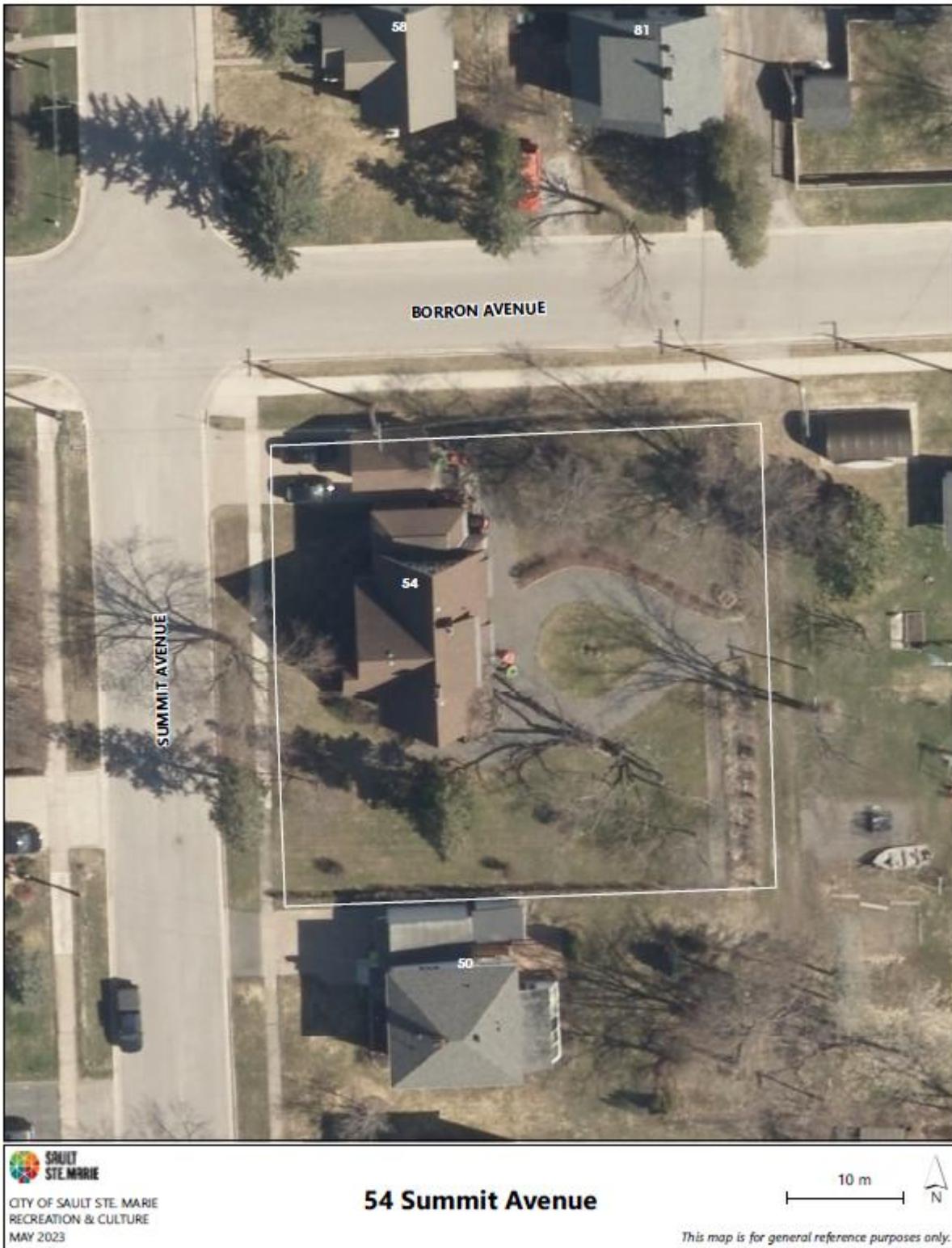
Page 42 of 84

Photo: Circular drive in back for coal delivery

Note

This building has always been referred to as "The Gables" by the original residents and family as evident by the plaque next to the front door and that is the term used throughout this Report.

Appendix A – Map of 54 Summit



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-190

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for Professional Consulting Services for the design of the reconstruction of Lake Street – Lake Street to Queen Street to Civic 24, Sault Ste. Marie.

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 October 30, 2023 between the City and Tulloch Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for Professional Consulting Services for the design of the reconstruction of Lake Street – Lake Street to Queen Street to Civic 24, Sault Ste. Marie.

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 20th day of November, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Association of Consulting Engineering
Companies | Ontario (ACEC-Ontario) in
partnership with the
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

2020
(VERSION 3.1)

The Corporation of the City of Sault Ste. Marie – Lake St. Reconstruction

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 20 day of November 20 23

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

TULLOCH Engineering Inc.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Obtain Engineering Services associated with the design of the reconstruction of Lake Street -
Lake Street – Queen Street to Civic 24, Sault Ste. Marie, Ontario

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

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

DEFINITIONS

1. Client

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

2. Engineer

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

3. Municipal Engineers Association (MEA)

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

4. Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) shall mean the industry

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

5. Order of Precedence:

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

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

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

1.2 Compensation

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

1.3 Staff and Methods

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

1.4 Drawings and Documents

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

1.5 Intellectual Property

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

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

1.6 Records and Audit

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

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

1.7 Changes and Alterations and Additional Services

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

1.8 Delays

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

1.9 Suspension or Termination

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

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

1.10 Indemnification

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

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

1.11 Insurance

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

~~a) Comprehensive General Liability and Automobile Insurance~~

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

b) Professional Liability Insurance

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

c) Additional Coverage

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

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

1.12 Force Majeure

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

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

1.13 Contracting for Construction

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

1.14 Assignment

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

1.15 Previous Agreements

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

1.16 Approval by Other Authorities

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

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

1.17 Sub-Consultants

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

1.18 Inspection (Review by the Client)

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

1.19 Publication

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

1.20 Confidential Data

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

1.21 Dispute Resolution

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

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

2) Mediation

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

3) Arbitration

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

vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43.*

4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30.*
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act.*

1.22 Time

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

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

1.23 Estimates, Schedules and Staff List

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

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

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

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

1.23.3

Monthly Reporting of Progress

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

1.24 Additional Conditions

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

ARTICLE 2 – SERVICES TO BE PROVIDED

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



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



ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 **Definitions**

For the purpose of this Agreement, the following definitions shall apply:

a) **Cost of the Work:**

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) **Site:**

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

3.2 **Basis of Payment for this agreement**

Fees Calculated on Time with Upset Limit

Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.

3.2.1 **Fees Calculated on a Percentage of Cost Basis**

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

a) Fees

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

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

b) Time Expended

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

3.2.3 Upset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5 % for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$279,986.50 plus, applicable taxes made up as follows:
 - (i) \$ 279,986.50 plus, applicable taxes for Core Services as described in Schedule A; and,
 - (ii) \$ 0.00 plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

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

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

3.2.5 Lump Sum Basis

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

milestone achieved as detailed in the RFP.

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

3.3 **Payment**

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

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

3.3.2 **Fees Calculated on a Percentage of Cost Basis** Does Not Apply

- a) Monthly Payment

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

- b) On Award of Contract

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

- c) Delay of Award of Contract

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

Further services for the Project beyond the _____ months will be undertaken on a time basis.

- d) On Completion of the Work

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

3.3.3 Lump Sum

Does Not Apply

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

3.3.4 Invoices Generally

a) Requirements for a proper invoice

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

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

b) Disputed invoices

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

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

3.3.5 Terms of Payment

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

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

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

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

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

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: TULLOCH Engineering Inc.

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

This _____ Day of _____, 20 _____

Signature		Signature	
Name	Larry Jackson, P.Eng.	Name	John McDonald, P.Eng.
Title	General Manager of Engineering	Title	Project Manager

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

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

This _____ Day of _____, 20 _____

Signature		Signature	
Name	Matthew Shoemaker	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

ARTICLE 5 – SCHEDULES

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

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

The following schedules form part of:

Schedule A: Supplementary Conditions – attached OR not used

Schedule B: Addenda – attached OR not used

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

Schedule D: Proposal from engineer – attached OR not used

Schedule E: Other

Attached
X
X
X
X

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-191

AGREEMENT AND DELEGATED AUTHORITY TO PLANNING DIRECTOR: A by-law to authorize the form of agreement, being a “Financial Guarantee Agreement” for the Financial Guarantee requirement for the City’s development agreements, as well as authorize delegated authority be given to the Planning Director to execute same.

WHEREAS Section 4 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, allows for the Minister of Municipal Affairs and Housing to delegate to City Council any of the Minister’s authorities under the *Planning Act*;

AND WHEREAS Section 41(13) of the *Planning Act* allows for City Council to delegate, by way of by-law, Council’s authority to execute and approve site plans under Section 41 of the *Planning Act* to an appointed officer identified by name or position occupied;

AND WHEREAS Section 51(7) of the *Planning Act* deems prescribed municipalities as approval authorities, and Section 3 of *Ontario Regulation 353/02* prescribes the City of Sault Ste. Marie for the purposes of Section 51(7) of the *Planning Act*;

AND WHEREAS Section 51.2(1) of the *Planning Act* allows for City Council to delegate, by way of by-law, all or any part of the authority to approve plans of subdivision to an appointed officer identified by name or position occupied, and that this authority is extended to approval of plans of condominium pursuant to Section 9(2) of the *Condominium Act*, 1998, S.O. 1998, c. 19, as amended;

WHEREAS Section 23.1(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, allows for City Council to delegate Council’s powers under the *Municipal Act*, 2001 to officers and employees of the City;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 41(13), 51(7) and 51.2(1) of the *Planning Act*, Section 9(2) of the *Condominium Act*, 1998, and Section 23.1(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended, **ENACTS** as follows:

1. FINANCIAL GUARANTEE AGREEMENT POWERS DELEGATED

City Council hereby delegates to the Planning Director, Council’s power to enter into a Financial Guarantee Agreement in the form attached hereto as Schedule “A” to satisfy the Financial Guarantee requirement set out in development agreements entered into by the City.

2. ABSENCE OF PLANNING DIRECTOR

In the event that the Planning Director is temporarily not available to perform the duties delegated under Section 1 of this by-law, those duties may be performed by the Senior Planner.

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 20th day of November, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"
FINANCIAL GUARANTEE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

(hereinafter referred to as the "Developer")

WHEREAS the Parties have entered into a **INSERT TYPE OF AGREEMENT AND ANY RELEVANT NO./NAME** (the "Agreement") dated **INSERT DATE** concerning the lands comprising the **INSERT LANDS - describe lands as set out in the applicable Agreement**, and legally described as set out in Schedule "A" to this Agreement (the "Subject Property");

AND WHEREAS the Agreement is appended as Schedule "B" to this Agreement;

AND WHEREAS as part of the Agreement, the Developer is required to provide the City with a Financial Guarantee satisfactory to the City Solicitor and City Treasurer and in accordance with the Agreement which sets out when the funds comprising the Financial Guarantee can be used and drawn upon by the City;

AND WHEREAS the Developer has requested that the City accept the Financial Guarantee in the form of a Bank Draft in the total sum of **INSERT NUMBER IN WORDS (\$INSERT NUMBER)** Dollars to satisfy this requirement in the Agreement and the City is prepared to do so under the terms and conditions set forth herein;

NOW THEREFORE this Agreement witnesseth that in consideration of other valuable considerations and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Developer to the City, receipt of which is hereby acknowledged, the Parties hereto covenant, promise and agree one with the other as follows:

1. The Developer hereby provides the City with a Bank Draft in the sum of **INSERT NUMBER IN WORDS (\$INSERT NUMBER)** Dollars and payable to THE CORPORATION OF THE CITY OF SAULT STE. MARIE to satisfy the Financial Guarantee requirements as set out in the Agreement (the "Bank Draft"). A photocopy of the Bank Draft shall be made and attached to and form Schedule "C" of this Agreement.
2. The Developer acknowledges that this Bank Draft is irrevocable and cannot be cancelled by the Developer once the Developer has provided same to the City.

3. The Developer hereby authorizes the City to immediately deposit the Bank Draft into the City's Bank Account and the City shall immediately deposit same upon receipt.
4. The Developer acknowledges and agrees that the City may draw on such funds up to aggregate amount of **INSERT NUMBER IN WORDS (\$INSERT NUMBER)** Dollars at any time and from time to time, upon written demand for payment under the Corporate Seal of the Municipality (the "Demand"). To this end, the Demand shall be made by the City by way of a letter signed by the Treasurer of the City under Corporate Seal attached to which shall be a photocopy of the Bank Draft. The Treasurer shall forward a copy of the Demand to the Developer for their information.
5. The Developer acknowledges and agrees that the Demand, if any, and draw of funds by the City shall be made without the Treasurer enquiring whether the City has the right to make such demand, and without the Treasurer recognizing any claim by the Developer or objection by the Developer to the said draw of funds.
6. The Parties hereto acknowledge and agree that this Financial Guarantee Agreement relates to those municipal services and financial obligations as set out in the Agreement between the Developer and City, appended hereto as Schedule "B". The City shall use the drawn funds to address the matters as set out in the Agreement as determined by the City's Treasurer, in his/her sole discretion.
7. The Developer acknowledges and agrees that City may make partial drawings on the said deposited funds.
8. The Developer acknowledges and agrees that the City may, at its own discretion, reduce from time to time the amount of funds it shall keep deposited, and therefore return to the Developer the funds no longer required to be held by the City with notice in writing signed by the City's Treasurer.
9. This Financial Guarantee Agreement shall continue in force for a period of one year subject to the condition hereinafter set forth. Specifically, it is a condition of this Financial Guarantee Agreement that it shall be deemed to be automatically extended without amendments from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, the City notifies the Developer in writing by registered mail that the City elects not to consider this Financial Guarantee Agreement to be renewable for any additional period (hereinafter collectively referred to as the "Term").
10. At the end of the Term the City shall return to the Developer any funds not drawn pursuant to this Financial Guarantee Agreement.
11. The Developer may not assign this Financial Guarantee to any other party without the prior written consent of the City.
12. The Developer consents to the registration of this Financial Guarantee Agreement on title to the Lands and shall be responsible for all costs associated with registration of

same. The Developer shall execute any documentation necessary to facilitate the registration of this Financial Guarantee Agreement on title to the lands

13. Notices shall be given by email, and shall be deemed given on the same date as the email was sent. Notices shall be given to the party for whom it is intended at their corporate email addresses:

CITY

Chief Financial Officer/City Treasurer
 The Corporation of the
 City of Sault Ste. Marie
 99 Foster Drive
 Sault Ste. Marie, ON P6A 5X6

AND

Municipal Services & Design Engineer
 The Corporation of the
 City of Sault Ste. Marie
 99 Foster Drive
 Sault Ste. Marie, ON P6A 5X6

*unless as provided otherwise in this agreement.

DEVELOPER

NAME
TITLE
ADDRESS
ADDRESS
EMAIL
PHONE NUMBER

14. This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties. Granting such consent is in the sole discretion of the City and may be arbitrarily or unreasonably withheld.
15. This Agreement supersedes any prior representations, statements, or agreements, with respect to the subject-matter hereof with respect to the association between the City and the Developer. The parties agree that any such prior representations, statements, or agreements, if made were not material to the execution of this Agreement, or to the decision of either party to enter into this Agreement.
16. This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.

17. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

18. The Developer acknowledges that it:

- (a) has been afforded the opportunity to receive independent legal advice;
- (b) understands its rights and obligations under this Agreement and the nature and consequences of this Agreement;
- (c) is signing this Agreement voluntarily without undue influence, fraud, coercion or misrepresentation; and
- (d) has read this Agreement in its entirety and with full knowledge of the contents signs this Agreement voluntarily.

IN WITNESS WHEREOF The Corporation of the City of Sault Ste. Marie has affixed its signature by the hand of its duly authorized officers this ____ day of _____, 20____.

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

Per:

DIRECTOR, PLANNING & ENTERPRISE SERVICES

I have the authority to bind the Corporation

IN WITNESS WHEREOF ____ has hereunto affixed their signature by the hands of its duly authorized officers this ____ day of _____, 20____.

DEVELOPER

NAME -
TITLE -

I have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-192

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and Kresin Engineering Corporation for engineering services for the Reconstruction of Spruce Street.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated November 20, 2023 between the City and Kresin Engineering Corporation, a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the Reconstruction of Spruce Street.

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 20th day of November, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Association of Consulting Engineering
Companies | Ontario (ACEC-Ontario) in
partnership with the
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

2020
(VERSION 3.1)

ENGINEERING SERVICES -
Spruce Street Reconstruction

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 20th day of November , 2023

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

Kresin Engineering Corporation

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Consulting Engineering Services in relation to the Reconstruction of Spruce Street, from Railroad Avenue to Wilcox Avenue. Engineering services required for this project include the design, contract administration and field inspection associated with reconstruction of the municipal road, including the associated storm sewers, sanitary sewers and watermain.

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

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

DEFINITIONS

1. Client

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

2. Engineer

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

3. Municipal Engineers Association (MEA)

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

4. Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. Order of Precedence:

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

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

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

1.2 Compensation

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

1.3 Staff and Methods

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

1.4 Drawings and Documents

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

1.5 Intellectual Property

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

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

1.6 Records and Audit

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

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

1.7 Changes and Alterations and Additional Services

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

1.8 Delays

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

1.9 Suspension or Termination

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

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

1.10 Indemnification

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

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

1.11 Insurance

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

- a) Comprehensive General Liability and Automobile Insurance

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

b) Professional Liability Insurance

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

c) Additional Coverage

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

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

1.12 Force Majeure

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

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

1.13 Contracting for Construction

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

1.14 Assignment

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

1.15 Previous Agreements

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

1.16 Approval by Other Authorities

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

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

1.17 Sub-Consultants

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

1.18 Inspection (Review by the Client)

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

1.19 Publication

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

1.20 Confidential Data

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

1.21 Dispute Resolution

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

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

2) Mediation

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

3) Arbitration

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

vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43.*

4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30.*
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act.*

1.22 Time

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

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

1.23 Estimates, Schedules and Staff List

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

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

- 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 of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

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

1.24 Additional Conditions

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

Schedule "A" – Supplementary Conditions

ARTICLE 2 – SERVICES TO BE PROVIDED

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

Project Start Up and Meetings

Survey

Design and Approvals

Tendering

Construction Services

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

Provision of existing engineering drawings and similar documentation.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 **Definitions**

For the purpose of this Agreement, the following definitions shall apply:

a) **Cost of the Work:**

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) **Site:**

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

3.2 **Basis of Payment for this agreement**

Fees Calculated on Time

Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.

3.2.1 **Fees Calculated on a Percentage of Cost Basis**

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

a) Fees

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

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

b) Time Expended

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

3.2.3 Upset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 10 % for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ 299,000.00 plus, applicable taxes made up as follows:
 - (i) \$ 299,000.00 plus, applicable taxes for Core Services as described in Schedule A; and,
 - (ii) \$ _____ plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

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

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 10 %, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

3.2.5 Lump Sum Basis

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

milestone achieved as detailed in the RFP.

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

3.3 **Payment**

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

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

3.3.2 **Fees Calculated on a Percentage of Cost Basis** **Does Not Apply**

a) Monthly Payment

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

b) On Award of Contract

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

c) Delay of Award of Contract

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

Further services for the Project beyond the _____ months will be undertaken on a time basis.

d) On Completion of the Work

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

3.3.3 Lump Sum Does Not Apply

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

3.3.4 Invoices Generally

a) Requirements for a proper invoice

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

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

b) Disputed invoices

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

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

3.3.5 Terms of Payment

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

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

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

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

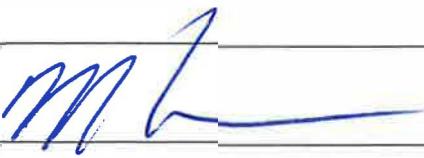
Interest on overdue accounts will be charged at the rate of **15** % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: Kresin Engineering Corporation

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

This 20th Day of November, 20 23

Signature		Signature	
Name	Michael Kresin, P.Eng.	Name	Chris Kresin, P.Eng.
Title	Director	Title	Director

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

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

This _____ Day of _____, 20 _____

Signature		Signature	
Name	Matthew Shoemaker	Name	Rachel Tyczinski
Title	Mayor	Title	Clerk

ARTICLE 5 – SCHEDULES

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

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

The following schedules form part of:

	Attached
Schedule A: Supplementary Conditions – attached OR not used	X
Schedule B: Addenda – attached OR not used	X
Schedule C: Scope of Services – RFP attached OR not used	X
Schedule D: Proposal from engineer – attached OR not used	X
Schedule E: Other	



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

Schedule A – Supplementary Conditions

Notwithstanding the Order of Precedence as set out in the M.E.A.- C.E.O. AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to

provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City’s Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability (“CGL”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars (\$2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner’s form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Additional Insurance Considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11.

Schedule B – Addenda – attached

*Karen Marlow
Manager of Purchasing*



*Finance Department
Purchasing Division*

ADDENDUM NO. 1

September 22, 2023

REQUEST FOR PROPOSAL File #2023PWE-ENG-08-P

PROFESSIONAL ENGINEERING SERVICES RECONSTRUCTION OF SPRUCE STREETY AND LAKE STREET

The City received the following questions regarding the above mentioned RFP. City's responses in red.

1. The RFP indicates that the extend of reconstruction of Lake Street being the southern limit of the pump station. Is this also the extent the City wishes to replace the storm sewers ie. Should the storm sewers be required to be upsized and is the intent to install a new outfall?

There are currently 2 storm sewers located on Lake Street. Ideally, these 2 sewers will be consolidated into one storm sewer, sized accordingly, discharging to an appropriate outlet.

2. Is the sanitary force main to be replaced?

Yes

3. Is the pump station to be replaced/upgraded?

No

4. To help us with our estimating, can the City please provide copies of GIS cuts and/or plan and profile drawings for the existing roads.

Requested drawings/pictures provided as attachments to this Addendum include:

- i. Spruce GIS
- ii. Spruce Laneway Storm 441-A
- iii. Lower Lake GIS
- iv. Lake W-37-A
- v. Lake 27-A (3 Lake Street; 2 Spruce Street)

END OF ADDENDUM #1

Proponents are requested to govern themselves accordingly.

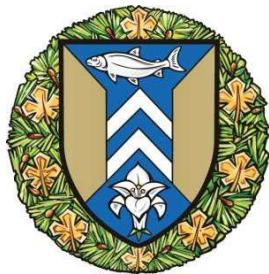
Yours sincerely,

**Karen Marlow
Manager of Purchasing**

Confirmation of receipt of specified # addendums (as applicable)

Schedule C – Scope of Services – RFP

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



*Corporate Services
Finance Department
Purchasing Division*

*Karen Marlow
Manager of Purchasing*

Request for Proposal

PROFESSIONAL ENGINEERING SERVICES

**RECONSTRUCTION OF:
Spruce Street – Railroad Avenue to Wilcox Avenue
Lake Street – Queen Street to Civic 24**

**File: 2023PWE-ENG-08-P
September 14, 2023**

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

CONSULTING ENGINEERING SERVICES

RECONSTRUCTION OF:

Spruce Street – Railroad Avenue to Wilcox Avenue

Lake Street – Queen Street to Civic 24

The Corporation of the City of Sault Ste. Marie invites you to submit a Proposal to provide Professional Engineering Services in relation to the proposed reconstruction of Spruce Street and/or Lake Street. The City will be evaluating and awarding each road separately but are requesting one proposal submission.

The purpose of this request is to solicit the services of an established consulting firm with the experience and technical abilities to provide these services.

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed to Mr. Dan Perri, P. Eng., Municipal Services & Design Engineer, City of Sault Ste. Marie, d.perri@cityssm.on.ca

If you are in a position to bid on this work, the completed Form of Proposal and any required attachments and schedules must be submitted prior to the closing date and time. You are encouraged to make a full copy of the document for your file.

We look forward to receiving your response.

Yours sincerely,

Karen Marlow
Manager of Purchasing

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

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City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

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Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

SECTION 1

1. INFORMATION TO PROPONENTS

1.1 *Introduction*

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Linear Municipal Infrastructure Category to provide engineering services associated with proposed reconstruction of:

- Spruce Street – Railroad Avenue to Wilcox Avenue
- Lake Street – Queen Street to Civic 24

Engineering services required for these projects include the design, contract administration and field inspection associated with reconstruction of the road, watermain, storm sewers and sanitary sewers. A full geotechnical investigation including sampling/testing to meet the requirements of O.Reg. 406/19 is required.

The City will be evaluating and awarding each road separately but are requesting one proposal submission.

1.2 *Date, Place and Methodology for Submitting Proposals*

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until Wednesday, October 4, 2023 at 4:00 p.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

The Proponent may submit a methodology, schedule, and price for any or all reconstruction projects.

Electronic submissions must be sent to the following email address:

Proposals.Purchasing@cityssm.on.ca

with this subject line:

**Proposal – Electronic Submission – Professional Engineering Services –
Reconstruction of Spruce Street and Lake Street, File #2023PWE-ENG-08-P**

Electronic submissions must be in pdf format only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Proposal are limited to 10 MB or less for mailing purposes. If submission is larger than 10MB, send in multiple emails

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

marked as 1 of #; 2 of #; etc. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Proponents should recognize that delays may develop during delivery of electronic submissions of a proposal and submit their proposal well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or hand delivery.

Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.

Printed submissions must be sealed in an envelope or package properly marked as to contents ("Professional Engineering Services – Reconstruction of Spruce Street and Lake Street, File #2023PWE-ENG-08-P") and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to twenty (20) pages, single sided including appendices; a Letter of Introduction; **and required completed Form of Proposal (Section 3).**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as "**Original**" and three (3) sets marked as "**Copy**".

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The Contact Person for this RFP is Dan Perri, P. Eng., Municipal Services & Design Engineer, telephone 705-759-5329, email d.perri@cityssm.on.ca

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

1.3 Errors, Omissions, Clarifications

During the period for Proposal preparation, any questions concerning the Terms of
2023PWE-ENG-08-P

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

Reference requirements should be addressed **by email only** to Dan Perri, P. Eng., Municipal Services & Design Engineer, telephone 705-759-5329, email d.perri@cityssm.on.ca

General bidding process inquiries should be directed (by email preferred) to Karen Marlow, Manager of Purchasing; telephone 705-759-5298; email k.marlow@cityssm.on.ca.

1.4 Withdrawal/Decline of Proposal

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6 Proposal Evaluation

All Proponents have been prequalified on the City's VOR list. Therefore, the successful proponent(s) will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process. The proponent shall outline:

- 1) Consulting team's ability outlining expertise in municipal road construction including watermain, storm and sanitary sewer. Include relevant past experience on similar projects;
- 2) Detailed proposed work program methodology and project understanding;
- 3) A detailed schedule recognizing critical deliverables, progress meetings and timelines;
- 4) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall include work up to and including the final construction. No further payment will be made above this figure unless authorized in advance by the City. The successful consultant will be required to enter into a standard MEA/CEO agreement for engineering services. These terms of reference will form part of that agreement; and
- 5) A statement indicating whether the Proponents have the capacity to complete the work of one or both of the projects for which they have submitted fee estimates if the City were to award multiple projects to one Proponent.

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

As the City will be evaluating and awarding each road separately, Criteria 1 and 5 will be evaluated once and the score applied for each road project. Criteria 2-4 will be evaluated separately for each road project.

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. Negotiations will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7 Site Inspection and Requirements of Work

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

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Shelley Olar, Risk Manager, telephone 705-759-5768 or by email to solar@cityssm.on.ca. Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

closing date.

1.9 Schedule

- (A) Release of RFP: September 14, 2023
- (B) Question Close: September 21, 2023
- (C) Submission of Proposal: October 4, 2023, at 4:00 p.m. local time (Eastern)
- (D) Recommendation of Award: October 30, 2023
- (E) Signing of Agreement: October 30, 2023
- (F) Commencement of Services: November, 2023

The City reserves the right to alter the scheduling of items “D” to “F”. Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

1.13 Municipal Freedom of Information & Protection of Privacy Act

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

1.14 Indemnification and Insurance

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

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

In addition to the Insurance required for compliance with the requirements of the City's Contractor Pre-Qualification Program, the successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the Project.

1.15 Agreement for Services

The City Purchase Order issued, the Proposal submitted by the successful Proponent and the RFP as issued and amended shall constitute the Agreement for this Project.

The successful Proponent will be required to enter into an agreement for professional services such as MEA for engineering services, with the City's Insurance and Indemnity special provisions (Schedule A); with a fee limit established at the outset of the agreement. Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure.

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

Schedule A –Special Provisions

City Insurance and Indemnity provisions to MEA-CEO Agreement

Insurance and Indemnity provisions and considerations for use with the “Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)” - “Standard Form of Contract for Professional Consulting Services 2020 (Version 3.1)”

Option A (*The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.:*)

Notwithstanding the Order of Precedence as set out in the MEA/CEO CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Architect, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City’s Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability (“**CGL**”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury,

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Option B (*The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*)

Notwithstanding the Order of Precedence as set out in the MEA-CEO AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provide that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Architect.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("CGL") insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars (\$2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Additional Insurance considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

SECTION 2

2. TERMS OF REFERENCE

2.1 *Introduction*

The City of Sault Ste. Marie is requesting proposals for engineering services associated with proposed reconstruction of the following Streets:

- Spruce Street – Railroad Avenue to Wilcox Avenue
 - Estimated construction value: \$1,595,000*
- Lake Street – Queen Street to Civic 24
 - Estimated construction value: \$2,530,000*

*Including estimate for Engineering, excluding estimate for water.

Engineering services required for these projects include the design, contract administration and field inspection of a municipal road including the associated storm sewers, sanitary sewers and watermain. A full geotechnical investigation including sampling/testing to meet the requirements of O.Reg. 406/19 is required.

Therefore, the successful Proponent(s) will collect and analyze information to develop recommendations, design, prepare tender documents and administer contracts for the construction of the proposed works. **The detailed total station survey will be completed by a City survey crew for both Spruce Street and Lake Street.**

2.2 *Existing Documentation*

It will be up to the Proponent(s) to request existing as-constructed drawings and records from the City Engineering Division.

2.3 *Municipal Class Environmental Assessment Requirements*

All projects are assumed to be exempt from the Municipal Class EA process. The successful consultant must satisfy themselves with this.

2.4 *Design of the Proposed Improvements*

The successful Proponent(s) will use engineering principles to re-design a municipal road that meets current City standards.

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

2.5 Project Requirements

Communications - Meetings, Workshops and Public Information Centres

The minimum is expected (per project):

- Two Design Meetings with City staff
- One Public Information Session
- Contract/ tender preparation
- Contract administration
- Resident site inspection

Project Scope and Time-Frame

The projects will be tendered in February of 2024 with construction completed by November 2024 pending Council approval of the capital construction plan. The successful Proponent(s) will be able to start immediately following agreement approval in October 2023.

Note: The projects have been approved for design only, the 2024 Budget is not yet approved. The projects are planned for construction in 2024, subject to Budget Approval.

2.6 Project Deliverables

The project deliverables shall include:

- Preliminary Design Reports
- Production and distribution of public notices
- Preparation of design and construction drawings
- Approval and permit application package
- Preparation of all contract documents
- Contract Administration
- As-built drawings

2.7 Expertise & Experience

Demonstrate your Consulting team's ability outlining expertise in municipal road construction including watermain, storm and sanitary sewer. Include relevant past experience on similar projects.

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

2.8 Methodology

Proponents to provide detailed proposed work program methodology and project understanding.

2.9 Project Schedule

Provide detailed project schedule recognizing critical deliverables, progress meetings and timelines; indicating how they intend to meet the timelines established by the City.

2.10 Fee Schedule

Proponents shall provide **individual** (separate) fee schedules for one or both of the Project(s) broken down into steps reflecting the required scope of services listed in the requirements above. Time allotments including staff names and disbursements must be identified for each step. Fees associated with subconsultants must be listed in similar fashion.

It is preferred that the fee schedule be “All Inclusive” with HST shown as extra. A minimal number of exclusions should be shown – must be itemized and costed with the Proposal.

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed. Deferral of activities, delays in completion, or cancellation of tendering and/or of the award and actual construction may occur.

2.11 Submission Details

Proponents have the option to submit proposals for one or both of the projects listed in section 2.1. The Proponent shall provide a statement in their proposal indicating whether or not they have the capacity to complete the work of one or both of the projects for which they have submitted fee estimates. The City may award multiple projects to one Proponent if they have the capacity to complete both projects.

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

SECTION 3

3. FORM OF PROPOSAL

Professional Engineering Services - Reconstruction of Spruce Street and Lake Street

Ms. Karen Marlow

Manager of Purchasing

Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: Yes No

I/We acknowledge review of **Addenda #. _____ to #. _____** issued for this Proposal.

This "**Form of Proposal**" must be completed, legibly signed, and returned as part of the Proposal submission to qualify.

NAME OF FIRM

SEAL

ADDRESS

CITY

POSTAL CODE

SIGNING OFFICER SIGNATURE

I have the authority to bind the Corporation

WITNESS' SIGNATURE (must be present if

Corporate Seal is not affixed to Form of Proposal)

SIGNING OFFICER'S NAME (please print)

TELEPHONE NUMBER

PRINCIPAL CONTACT EMAIL

DATE

Request for Proposal

City of Sault Ste. Marie

Professional Engineering Services – Reconstruction of Spruce Street and Lake Street

SECTION 4

4. APPENDICES

Not Applicable

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Schedule D – Proposal from engineer

October 4, 2023

KEC Ref. 9.34.57

By Email (proposals.purchasing@cityssm.on.ca)

Mr. Dan Perri, P. Eng.
Municipal Services and Design Engineer
The City of Sault Ste. Marie
99 Foster Drive – 5th Floor
Sault Ste. Marie, Ontario, P6A 5X6

**Re: Request for Proposal (2023PWE-ENG-08-P)
Engineering Services for Reconstruction of Spruce Street and Lake Street**

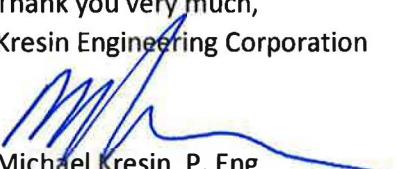
Dear Mr. Perri:

Kresin Engineering Corporation (KEC) is pleased to provide the attached proposal for professional engineering services related to the Reconstruction of Spruce Street and Lake Street. Also attached is a signed "Section 3, Form of Proposal" as required in the Request for Proposals.

We appreciate the opportunity to submit this proposal for the City's consideration and look forward to the prospect of working with City staff in completing the assignment for any or all of the projects being considered. KEC is an established consulting engineering firm based in Sault Ste. Marie with extensive experience in municipal road reconstruction and infrastructure renewal projects throughout northern Ontario. KEC staff possess the skill and ability necessary to complete these projects to the total satisfaction of the City.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Thank you very much,
Kresin Engineering Corporation



Michael Kresin, P. Eng.
Consulting Engineer

9.34.57 proposal cover letter.docx

SECTION 3

3. FORM OF PROPOSAL

Professional Engineering Services - Reconstruction of Spruce Street and Lake Street

Ms. Karen Marlow
Manager of Purchasing
Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: Yes X No _____

I/We acknowledge review of Addenda #. 1 to #. 1 issued for this Proposal.

This “Form of Proposal” must be completed, legibly signed, and returned as part of the Proposal submission to qualify.

KRESIN ENGINEERING CORPORATION

NAME OF FIRM

SEAL

53G FOURTH LINE EAST

ADDRESS

SAULT STE. MARIE

CITY



SIGNING OFFICER SIGNATURE

I have the authority to bind the Corporation

MICHAEL KRESIN

SIGNING OFFICER'S NAME (please print)

mike@kresinengineering.ca

PRINCIPAL CONTACT AHL

PGM 6 J8

POSTAL CODE



WITNESS' SIGNATURE (must be present if Corporate Seal is not affixed to Form of Proposal)

705-949-4900

TELEPHONE NUMBER

OCTOBER 4, 2023

DATE

**Proposal for Engineering Services
For the City of Sault Ste. Marie**

SSM File: 2023PWE-ENG-08-P

Reconstruction of:

Spruce Street – Railroad Avenue to Wilcox Avenue

Lake Street – Queen Street to Civic 24



October 2023

1. Introduction

In September 2023 the City of Sault Ste. Marie (City) released a Request for Proposals (RFP) seeking responses from qualified engineers regarding the provision of professional engineering services for the planned reconstruction of two sections of city streets in 2024 (pending budget approval): Spruce Street and Lake Street. The proposed road reconstruction work is described in detail in the RFP and includes reconstruction of various underground services as well as the road pavement structures and surface features. The City is requesting engineering services for design, contract administration and field inspection related to the work.

Kresin Engineering Corporation (KEC) is pleased to provide this proposal for the City's consideration.

KEC possesses the in-house, local experience and qualifications necessary to complete these projects on time, on budget and to the City's utmost satisfaction.

2. Corporate Qualifications and Experience

KEC is a professional consulting engineering firm which was established in 2000 and is licensed to provide engineering services in the province of Ontario. The firm provides a broad spectrum of engineering and technical services, specializing in the municipal field. KEC employs professional engineers, environmental scientists, technicians, and technologists bringing together significant project experience in several facets of engineering. Support staff aid in providing efficient delivery of services. Our offices and field staff are equipped with the very latest available engineering equipment and technology solutions. KEC's areas of proven expertise in Northern Ontario cross the full range of engineering disciplines and include:

- municipal roads and streets;
- municipal storm and sanitary sewer systems;
- large culverts and bridges;
- transportation planning and traffic engineering;
- urban design;
- water distribution systems;
- infrastructure condition assessment;
- structural and buildings;
- water resources;
- federal and provincial environmental assessments;
- tourism development, and;
- construction contract administration and site supervision.

Specific to the planned road reconstruction projects in 2024, over the past 23 years KEC has gained extensive experience completing numerous similar urban road reconstruction projects for the City as well as for other municipal clients and land developers.

3. KEC Relevant Past Experience

KEC has successfully completed numerous projects similar to the proposed road reconstructions. The following are some examples of recently completed and ongoing projects.

- City of Sault Ste. Marie, Blake Avenue Reconstruction: In this ongoing project, KEC completed site survey, detailed design and tendering prior to construction start. KEC staff are currently undertaking construction site inspection and contract administration tasks as the construction project nears substantial completion. The work included conversion of a class B municipal road to a class A cross-section with new storm sewers, new sanitary sewers and new watermain.
- PUC Services Inc., Thorneloe Crescent Watermain: In 2021, KEC provided complete engineering services for the survey, design, tendering and construction contract administration for the replacement of approximately 400 metres of aged watermain. The project included restoration of impacted road and sewer infrastructure as well as landscape restoration for private properties within the construction limits.
- City of Sault Ste. Marie, Northern Avenue Improvements: KEC completed the Schedule C EA, as well as detailed design, tendering and construction contract management for the implementation of improvements to the Northern Avenue Corridor including lane reassessments, property access improvements, traffic flow improvements, transit considerations, etc.
- Municipality of Wawa, Highway 101 Connecting Link Improvements: KEC completed EA and traffic studies, detailed design, tendering and construction contract management for a road improvement project in the community of Wawa Ontario. The project includes redevelopment of approximately 1.3 kilometres of provincial connecting link highway through the Town and involves design and installation of new traffic controls, minor geometric improvements, and lane re-designation (road diet) to include bicycle lanes.
- City of Sault Ste. Marie, Bay Street Corridor Improvements: In 2019, KEC completed the detailed design of improvements, and coordinated specialist sub-consultants for traffic engineering and landscape design. This project involved lane re-assessments, urban multi-use path elements, traffic signal improvements, as well as a very prominent urban design element to provide enhanced streetscapes and transform the corridor from a “cars only” focus to “Complete Streets” format, friendly to all modes of transportation.
- City of Sault Ste. Marie, Second Line Widening: KEC provided total project engineering services for the EA, design and reconstruction/widening of approximately 2 kilometres of Second Line between Black Road and Old Garden

River Road. In addition to the road construction, this project included: conversion to urban cross-section, installation of new sanitary and storm sewers as well as watermain, roadway lighting and traffic controls.

- City of Sault Ste. Marie, Various urban road reconstruction projects: KEC has completed total project engineering for the City of Sault Ste. Marie for complete reconstruction of King Street, Gillies Street, Lake Street, Pine Street, Pentagon Boulevard, Shannon Road, St. Andrew's Terrace, and White Oak Drive, as well as construction of new roads at Pine Street and Sackville Road (construction pending).
- Various municipalities, Urban Road Reconstruction projects: KEC has provided professional engineering services, including survey, design, contract administration and construction inspection for urban road reconstruction in Northern Ontario municipalities including: Blind River, Gogama, Wawa, Chapleau, White River, Atikokan, Thessalon, Dubreuilville, and others.

3.1 KEC Urban Design Experience

KEC has significant experience in urban design for municipal road reconstruction projects, including the integration of multi-use path facilities and cycling lanes. KEC has worked closely with numerous landscape architects, urban designers and other specialists on road reconstruction projects similar to those being considered by the City.

We propose to use the City's Complete Streets Manual, and coordinate closely with the City's Planning, Parks and Transit personnel to ensure that the required urban design components are included in the final designs.

3.2 KEC Qualifications

Kresin Engineering Corporation holds a Certificate of Authorization from the Association of Professional Engineers of Ontario and employs Ontario licensed Professional Engineers. Engineering staff expertise is maintained through continuing competence programs to ensure awareness of current regulations, standards and industry best practices. KEC also ensures that staff is equipped with up-to-date technologies and tools to successfully deliver services to our clients.

Engineers at KEC have extensive experience completing municipal road reconstruction projects including environmental assessments, detailed design of sanitary and storm sewers, water distribution systems, alternative/active transportation infrastructure, traffic operations enhancements, neighbourhood impact studies, transportation planning, etc.

4. Project Team

KEC proposes to complete all work in-house at our Sault Ste. Marie office, using our experienced team of local staff with Mr. Michael Kresin being the project lead and main point

of contact. Mr. Kresin will be available to City staff as needed throughout the process. Michael will assume the role of project manager and will coordinate the engineering efforts to ensure a timely and economical delivery of services.

4.1 Key Project Staff

The team members which KEC proposes to assign to the project will provide the skill and experience required to ensure the successful completion of the required tasks. The following are key members of the project team. Additional staff resources are available and will be called upon as necessary to ensure successful completion of any or all of the City's proposed 2024 road reconstructions.

Michael Kresin, P. Eng., Project Manager (KEC): Michael holds a degree in Civil Engineering from the University of Waterloo, and has more than 26 years of experience in the field of municipal engineering. Michael is licensed to practice engineering in the province of Ontario and is a designated Consulting Engineer. During the project Michael will be involved in all phases of the work and will be the City's main point of contact, being available on short notice if necessary. Michael has significant expertise in the delivery of municipal infrastructure engineering assignments similar to the proposed 2024 road reconstruction projects. Recently, Michael has been involved with numerous municipal road, bridge and large culvert replacement projects in Sault Ste. Marie and other communities. Michael will be dedicated to the project throughout the duration of services.

Chris Kresin, M.Sc.(Eng.), P. Eng., Senior Engineer (KEC): Chris holds a Master of Science degree in Water Resources Engineering focusing on storm water management, he has over 29 years of post-graduate experience and is a designated Consulting Engineer in the province of Ontario. Chris has extensive experience working on municipal infrastructure projects including roads, drinking water and sewage works. Chris will be available to assist as needed to ensure the delivery of the project within budget, on-time and to the complete satisfaction of the City. Chris will be an alternate contact person for the City and will be available in Michael's absence.

Ryan Wilson, P. Eng., Design Engineer: Ryan has a degree in Civil Engineering from Lakehead University and, through more than 10 years working in the field, is experienced in many aspects of municipal infrastructure projects from initial data collection through design, tendering and construction. Ryan is experienced in municipal roads and water/sewer servicing projects including design and construction contract management. Ryan will be called upon as needed throughout the duration of the work.

Brandon Maahs, Civil Technician: Brandon has a diploma in civil engineering as well as more than 17 years of experience as a designer, contract administrator and construction inspector. He has been involved in numerous municipal road projects locally including Bay Street, Northern Avenue, Sackville Road, and Blake Avenue as well as similar projects in Wawa, Blind River, White River and other northern Ontario communities. In addition to his many other qualifications, Brandon has significant experience using GPS and total station survey equipment

to obtain field data and complete complex layout tasks, completing detailed designs using Autodesk Civil3D software. Brandon will be primarily responsible for any necessary field data collection, computer modelling and drafting; he will also assist with the development project manuals.

Robert Boisvert, Civil Technician: In his more than 15 years with KEC since completing the civil engineering technician program at Sault College, Rob has completed numerous road and sewer designs for municipal clients using design software applications such as Autodesk Civil3D. He is fluent in compiling, reading and applying construction drawings and specifications. Rob has extensive experience in construction site inspection on municipal infrastructure projects. He will assist with the development of designs, quantity take-offs and cost estimates and will be available for site presence during construction as required.

Christian Swayne, Civil Technician: As a recent addition to our team, and graduate of College Boreal with a diploma in civil engineering technology, Christian brings a unique skill set and perspective to KEC. He has experience in mining engineering and civil infrastructure. Christian will be involved in the projects for design support and will also be instrumental in construction inspection and contract administration tasks.

5. Firm Capacity

KEC is a locally owned and operated consulting engineering firm specializing in municipal infrastructure projects in northern Ontario. With clients in many different municipalities throughout Algoma, Manitoulin, Sudbury, Thunder Bay, Cochrane and Kenora districts, KEC routinely completes multiple road reconstruction projects concurrently. We are confident that we possess the capability to accommodate the City's needs for any or all of the road reconstruction projects planned for 2024.

6. Spruce Street – Railroad Avenue to Wilcox Avenue

6.1 Work Program Methodology and Project Understanding

It is understood that the City requires engineering services for the completion of this proposed road reconstruction, including design, contract administration and field inspection tasks. The scope of the project includes roadworks, sanitary sewers, storm sewers and watermains over a length of approximately 190m. The estimated value of the project is \$1,595,000.

The subject portion of Spruce Street is in a mature urban neighbourhood and provides access to abutting residential properties. Aerial hydro transmission lines are located on the east side of the right-of-way, which may provide constraints on road and sidewalk width and alignment. The existing class A road consists of an asphalt paved driving surface with curb-faced sidewalks on both sides. Local sanitary and storm sewers provide service to abutting properties and the road surface. Records also indicate that a large storm sewer crosses the project along an easement near the Wilcox Avenue intersection.

It is understood that detailed topographic information, in the form of a total station survey, will be provided by the City.

6.2 Project Start-Up

Immediately upon notification of award of the assignment KEC will prepare for, arrange and facilitate a start-up meeting with City staff to initiate the project. The start-up meeting will include a review of the project scope, budget and schedule, as well as confirmation of the City's project team make-up.

Once the topographic survey and any other existing data has been received and reviewed, base plans will be developed for use in the design phase. A thorough review of the existing conditions and discussion with stakeholders early in the process will ensure that the risks of conflicts are minimized and the needs of all parties are known.

A public consultation plan will be developed in discussion with the City to ensure that potentially impacted parties have sufficient opportunity to provide input during the design process. KEC will coordinate with City staff to carry out a public information session at a suitable location which will encourage communication from interested parties and potentially affected residents/businesses. Input from meeting participants will be considered during the design and construction phases in order to avoid and/or mitigate potential conflicts and negative impacts.

During the start-up phase, geotechnical engineering services will be retained to carry out a detailed subsurface investigation, reporting on recommended design criteria for utilities and road pavement structure. A sampling program for compliance with provincial excess soils regulations will also be carried out.

6.3 Design Development

Following the review of the information acquired in the Start-up Phase, design development will begin. A Preliminary Design Report will be presented to the City, confirming design criteria for roads and intersection configurations as well as other high-level information. Following the City's review, comment and acceptance, detail design tasks will continue towards finalization.

The final detailed design will include all necessary information required for the tendering and construction of the proposed work, as well as for regulatory approvals. Engineering drawings and a contract manual will be assembled to outline the specifications and standards for the work, as well as the contractual conditions and estimated payment quantities.

The detailed design phase will include the development of a Design Brief and an ECA application package for submission to MECP seeking approval for the proposed storm and sanitary sewers.

6.4 Tendering

The completed documents, including drawings and contract manual, will be assembled into a tender package for distribution to interested contractors. KEC will administer the tender process, responding to inquiries and issuing addenda as necessary.

KEC will assist the City with the tender opening process if necessary, and will complete a detailed review of tender submissions. A tender report and recommendation for award of the contract will be provided to the City at the completion of this task.

6.5 Construction Services

The construction phase of the project will include KEC's ongoing involvement for contract administration and construction inspection throughout the duration of the work.

KEC will organize routine progress meetings, process contract changes, and administer the payment certificate process all in accordance with the contract document. Clarifications of the documents and interpretations of specifications will be provided on an ongoing basis as required. The engineering services will also include administration of substantial performance, warranty obligations and final completion requirements.

KEC will have staff assigned to the project full time to carry out construction inspection duties, including quality control and cost control and will maintain records of the constructed works. These staff will also be available to interact with members of the public having concerns or questions as construction progresses. A clear presence on the job site, and promptly responding to concerns raised by residents and the contractor will aid in the successful completion of the project.

6.6 Detailed Project Schedule

The RFP issued by the City outlines the following specific milestone dates

- Release of RFP: September 14, 2023

- Submission of Proposal: October 4, 2023
- Recommendation of Award: October 30, 2023
- Signing of Agreement: October 30, 2023
- Commencement of Services: November, 2023
- Public and stakeholder involvement: December 2023/January 2024
- Completion of Work (*design tasks*): Early 2024
- Tender: February 2024
- ECA application: February 2024
- Construction: May - November 2024

KEC has resources available to ensure these milestones are met barring any unforeseen complications beyond our control. Throughout the project, KEC will maintain an open line of communication with the City to ensure the project team is aware of schedule progress and potential risks.

A Gantt chart schedule is provided in Appendix 1.

[6.7 Fee Estimate and Schedule](#)

The fee estimate to complete the work as described above for the Spruce Street Reconstruction, including disbursements, is \$299,000 plus HST. This assumes that the City is able to provide all available background information at no cost to KEC. This also assumes that resident construction inspection is required full-time (55 hours per week) for a duration of up to 20 weeks.

The fee estimate includes the completion of a geotechnical investigation including analysis and reporting related to excess soils management regulation O.Reg. 406/19.

The fee estimate will not be exceeded without the City's prior approval.

7. Lake Street – Queen Street to Civic 24

7.1 Work Program Methodology and Project Understanding

The engineering services required for the Lake Street reconstruction include design, contract administration and field inspection tasks. The scope of the project includes roadworks, sanitary sewers, storm sewers and watermains over a total length of approximately 355m. The estimated value of the project is \$2,530,000.

Lake Street is an urban local road providing access to residential areas and Bellevue Park in the City's waterfront area. The road abuts both residential properties and park lands. The street currently has a class A cross section without pedestrian facilities. According to information provided in the RFP, the existing underground services in this section of Lake Street include a local sanitary sewer, two storm sewers, a sanitary sewer force main and a water main.

It is understood that detailed topographic information, in the form of a total station survey, will be provided by the City.

7.2 Project Start-Up

Immediately upon notification of award of the assignment KEC will prepare for, arrange and facilitate a start-up meeting with City staff to initiate the project. The start-up meeting will include a review of the project scope, budget and schedule, as well as confirmation of the City's project team make-up.

Once the topographic survey and any existing data has been received and reviewed, base plans will be developed for use in the design phase. A thorough review of the existing conditions and discussion with stakeholders early in the process will ensure that the risks of conflicts are minimized and the needs of all parties are known. Of particular importance for this project will be the early involvement of the City parks department to coordinate access requirements for Bellevue Park, as well as the Algoma Sailing Club.

A public consultation plan will be developed in discussion with the City to ensure that potentially impacted parties have sufficient opportunity to provide input during the design process. KEC will coordinate with City staff to carry out a public information session at a suitable location which will encourage communication from interested parties and potentially affected residents. Input from meeting participants will be considered during the design and construction phases in order to avoid and/or mitigate potential negative impacts.

During the start-up phase, geotechnical engineering services will be retained to carry out a detailed subsurface investigation, reporting on recommended design criteria for utilities and road pavement structure. A sampling program for compliance with provincial excess soils regulations will also be carried out.

7.3 Design Development

Following the review of the information acquired in the Start-up Phase, design development will begin. A Preliminary Design Report will be presented to the City, confirming design criteria for roads and intersection configurations as well as other high-level information. Following the City's review, comment and acceptance, detail design tasks will continue towards finalization.

The final detailed design will include all necessary information required for the tendering and construction of the proposed work, as well as for regulatory approvals. Engineering drawings and a contract manual will be assembled to outline the specifications and standards for the work, as well as the contractual conditions and estimated payment quantities.

The detailed design phase will include the development of a Design Brief and an ECA application package for submission to MECP seeking approval for the proposed storm and sanitary sewers.

7.4 Tendering

The completed documents, including drawings and contract manual, will be assembled into a tender package for distribution to interested contractors. KEC will administer the tender process, responding to inquiries and issuing addenda as necessary.

KEC will assist the City with the tender opening process if necessary, and will complete a detailed review of tender submissions. A tender report and recommendation for award of the contract will be provided to the City at the completion of this task.

7.5 Construction

The construction phase of the project will include KEC's ongoing involvement for contract administration and construction inspection throughout the duration of the work.

KEC will organize routine progress meetings, process contract changes, and administer the payment certificate process all in accordance with the contract document. Clarifications of the documents and interpretations of specifications will be provided on an ongoing basis as required. The engineering services will also include administration of substantial performance, warranty obligations and final completion requirements.

KEC will have staff assigned to the project full time to carry out construction inspection duties, including quality control and cost control and will maintain records of the constructed works. These staff will also be available to interact with members of the public having concerns or questions as construction progresses. A clear presence on the job site, and promptly responding to concerns raised by residents and the contractor will aid in the successful completion of the project.

7.6 Detailed Project Schedule

The RFP issued by the City outlines the following specific milestone dates

- Release of RFP: September 14, 2023

- Submission of Proposal: October 4, 2023
- Recommendation of Award: October 30, 2023
- Signing of Agreement: October 30, 2023
- Commencement of Services: November, 2023
- Public and stakeholder involvement: December 2023/January 2024
- Tender: February 2024
- Completion of Work (*design tasks*): Early 2024
- ECA application: March 2024
- Construction: May - November 2024

KEC has resources available to ensure these milestones are met barring any unforeseen complications beyond our control. Throughout the project, KEC will maintain an open line of communication with the City to ensure everyone is aware of schedule progress and potential risks.

A Gantt chart schedule is provided in Appendix 2, listing tasks and anticipated duration as well as staff commitment.

7.7 Fee Estimate and Schedule

The fee estimate to provide engineering services for Lake Street Reconstruction, as described above, is \$399,000 plus HST. This assumes that the City is able to provide background information at no cost to KEC. This also assumes that resident construction inspection is required full-time (55 hours per week) for a duration of up to 28 weeks.

The fee estimate includes disbursements as well as the completion of a geotechnical investigation with analysis and reporting related to excess soils management regulations.

The fee estimate will not be exceeded without the City's prior approval.

8. Closure

We feel that Kresin Engineering Corporation is appropriately qualified to provide engineering services for these projects and our team has the required experience and capabilities to provide the project deliverables to the City in an affordable and timely fashion. We look forward to working with the City during completion of these undertakings.

Our firm has the capacity to accommodate either or both of the planned 2024 City road reconstruction projects described in this proposal.

We would be happy to meet with City staff and/or council to discuss our proposal at your convenience should clarification be required. Detailed staff CV's and project summaries are also available upon request.

Thank you for the opportunity to provide this proposal for your consideration.

Respectfully submitted,

Kresin Engineering Corporation



Michael Kresin, P.Eng.
Consulting Engineer

Appendix 1

Spruce Street

Detailed Schedule and Fee Estimate

Proposal for Engineering Design and Contract Management Services
City of Sault Ste. Marie - Spruce Street Reconstruction



PROJECT SCHEDULE

TASK	KEY STAFF COMMITMENT	ESTIMATED FEES	2023				2024											
			SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1 Project Start-Up		\$ 37,000.00																
.1 Obtain and review existing documentation	MK, BM, CS																	
.2 Project start-up meeting	MK, RW																	
.3 Stakeholder meetings	MK, RW																	
.4 Geotechnical	SUB-CONSULT																	
2 Design Development		\$ 52,000.00																
.1 Confirm design criteria	MK, BM, CS																	
.2 Community engagement	MK, CS																	
.3 Aboriginal consultation	MK, CS																	
.4 Generate design alternatives	MK, RM																	
.5 Impact consideration and evaluation	MK, RW, BM																	
.6 Present recommended preliminary design	MK																	
.7 Road design	CS, BM																	
.8 Sanitary/Storm sewer design	CS, BM																	
.9 Design update	MK, CS																	
.10 Design drawings	CS, BM																	
.11 Present final design	MK, CS																	
3 Tendering		\$ 15,000.00																
.1 Prepare tender documents and advertisement	CS, EG																	
.2 Issue tender documents and administer tender process	MK, EG																	
.3 Tender opening	MK, CS																	
.4 Review submissions and make recommendation for award	MK, CS																	
.5 Council awards contract																		
4 Construction Services		\$ 195,000.00																
.1 Prepare contract documents for execution	RW, EG																	
.2 Construction start-up meeting	MK, CS																	
.3 Contract administration	MK, CS, EG																	Fall 2025→
.4 Resident construction review	CS, RB																	
.5 As-built documentation	CS, BM																	
.6 Warranty review	MK, CS, BM																	Fall 2025→
Total Fee Estimate (excl. HST)	\$299,000																	

Legend

- Project Task
- Milestone meeting

Note: This schedule is tentative and may require adjustment as the project progresses.
 Adjustments to the schedule will be made in consultation with the client.

Appendix 2

Lake Street

Detailed Schedule and Fee Estimate

*Proposal for Engineering Design and Contract Management Services
City of Sault Ste. Marie - Lake Street Reconstruction*



PROJECT SCHEDULE

TASK	KEY STAFF COMMITMENT	ESTIMATED FEES	2023				2024											
			SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1 Project Start-Up		\$ 43,000.00																
.1 Obtain and review existing documentation	MK, BM, CS																	
.2 Project start-up meeting	MK, RW																	
.3 Stakeholder meetings	MK, RW																	
.4 Geotechnical	SUB-CONSULT																	
2 Design Development		\$ 61,000.00																
.1 Confirm design criteria	MK, BM, CS																	
.2 Community engagement	MK, CS																	
.3 Aboriginal consultation	MK, CS																	
.4 Generate design alternatives	MK, RM																	
.5 Impact consideration and evaluation	MK, RW, BM																	
.6 Present recommended preliminary design	MK																	
.7 Road design	CS, BM																	
.8 Sanitary/Storm sewer design	CS, BM																	
.9 Design update	MK, CS																	
.10 Design drawings	CS, BM																	
.11 Present final design	MK, CS																	
3 Tendering		\$ 15,000.00																
.1 Prepare tender documents and advertisement	CS, EG																	
.2 Issue tender documents and administer tender process	MK, EG																	
.3 Tender opening	MK, CS																	
.4 Review submissions and make recommendation for award	MK, CS																	
.5 Council awards contract																		
4 Construction Services		\$ 280,000.00																
.1 Prepare contract documents for execution	RW, EG																	
.2 Construction start-up meeting	MK, CS																	
.3 Contract administration	MK, CS, EG																	Fall 2025→
.4 Resident construction review	CS, RB																	
.5 As-built documentation	CS, BM																	
.6 Warranty review	MK, CS, BM																	Fall 2025→
Total Fee Estimate (excl. HST)	\$399,000																	

Legend

- Project Task
- Milestone meeting

Note: This schedule is tentative and may require adjustment as the project progresses.
Adjustments to the schedule will be made in consultation with the client.