

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

Monday, January 31, 2022

4:30 pm

Video Conference

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

	Pages
1. Adoption of Minutes	19 - 32
Mover Councillor P. Christian Secunder Councillor M. Scott Resolved that the Minutes of the Regular Council Meeting of January 10, 2022 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor P. Christian Secunder Councillor C. Gardi Resolved that the Agenda for January 31, 2022 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1. Dr. Roberta Bondar 30th Anniversary	33 - 34
5.2. Indigenous Women and Girls Memorial Day	35 - 35
5.3. Black History Month 2022	36 - 36

- 5.4. **Bon Soo** 37 - 37
- 5.5. **Algoma University** 38 - 47
Asima Vezina, President and Vice-Chancellor
- 5.6. **Local Immigration Partnership** 48 - 54
Steve Araba, Local Immigration Partnership Coordinator
6. **Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**
- Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that all the items listed under date January 31, 2022 – Agenda item 6 – Consent Agenda be approved as recommended.
- 6.1. **Ontario Medical Association** 55 - 64
Correspondence from Allan O'Dette, CEO and Dr. Adam Kassam, President, Ontario Medical Association in response to Council's resolution concerning the Northern Ontario School of Medicine is attached for the information of Council.
- 6.2. **Municipal Conflict of Interest** 65 - 73
Correspondence between John R. Hart, Ritchie Ketcheson Hart and Biggart, LLP and the City's Integrity Commissioner (Ironsides Consulting Inc. having waived solicitor / client privilege and Councillor M. Shoemaker having waived confidentiality) is attached for the information of Council.
- 6.3. **2021-2022 Gas Tax Allocation** 74 - 76
Correspondence from Hon. Caroline Mulroney, Minister of Transportation is attached for the information of Council.
The relevant By-law 2022-27 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.4. **2022 Operating Budget Levy Approval** 77 - 78
A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.
Mover Councillor P. Christian
Seconder Councillor M. Scott
Resolved that the report of the Chief Financial Officer and Treasurer dated January 31, 2022 concerning 2022 Operational Budget Levy Approval be received and that:

- the 2022 levies and local boards be approved, resulting in an increase to the levy and local board portion of the municipal levy from 2021 of 2.72%;
- the overall 2022 municipal levy (corporate and levy and local boards) of \$128,077,959 be approved; and
- the Capital expenses for major building maintenance and upgrades to the NG911 system in the amount of \$362,000 be funded from the Asset Management Reserve.

6.5. Vesting of Unsold Tax Sale Property

79 - 80

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the report of the Manager of Taxation dated January 31, 2022 concerning Vesting of Unsold Tax Sale Property be received and that the Manager of Taxation be authorized to vest this property in the City's name.

6.6. Northern Community Centre – Twin Pad Electric Ice Resurfacer

81 - 84

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated January 31, 2022 be received and that the proposal for the supply and delivery of one electric ice resurfacer (Zamboni) for the Northern Community Centre Twin Pad Arena be awarded to Zamboni Canada Ltd. at their pricing of \$158,507.75 plus HST, as required by the Arenas Division – Community Development and Enterprise Services.

6.7. Tender for Oils, Greases and Gear Lubricants

85 - 87

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated January 31, 2022 be received and that the tender submitted by Petro Canada Lubricants Inc. for the supply and delivery of oils, greases and gear lubricants be awarded on an as-required basis for the three year period commencing February 1, 2022 with the option for two additional one year extensions by mutual agreement.

- 6.8. Retrofit for Refuse Packers – Request for Proposal** 88 - 89
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor P. Christian
Secunder Councillor C. Gardi
Resolved that the report of the Manager of Purchasing dated January 31, 2022 be received and that the quotation submitted by Joe Johnson Equipment for the retrofit of two refuse packers at a total quoted cost of \$175,902.14 plus HST be approved on a sole source basis.
- 6.9. Transit Fare Collection System – Request for Proposal** 90 - 92
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor S. Hollingsworth
Secunder Councillor M. Scott
Resolved that the report of the Manager of Purchasing dated January 31, 2022 be received and that the proposal submitted by Cubic Transportation Systems Inc. for provision of a Transit Fare Collection System solution in accordance with their quoted price schedule as required by the Transit and Parking Division – Community Development and Enterprise Services be approved.
- A by-law authorizing signature of the contract for this project will appear on a future Agenda.
- 6.10. Memorandum of Settlement – SSM Professional Firefighters Association Local 529** 93 - 127
- A report of the Director of Human Resources is attached for the consideration of Council.
- Mover Councillor P. Christian
Secunder Councillor M. Scott
Resolved that the report from the Director of Human Resources dated January 31, 2022 be received and that the recommendation to ratify the attached Memorandum of Settlement be approved.
- 6.11. Canada Community Revitalization Fund Agreement** 128 - 129
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- By-law 2022-12 appears under item 11 of the Agenda and will be read with all by-laws under that item.

- 6.12. M.S. Norgoma Asset Purchase Agreement** 130 - 131
- A report of the Deputy CAO of Community Development and Enterprise Services is attached for the consideration of Council.
- The relevant By-law 2022-19 is listed under section 11 of the Agenda and will be read with all the by-laws under this item.
- 6.13. Sault Ste. Marie Horse and Pony Club Inc.** 132 - 137
- A report of the Director of Community Services is attached for the consideration of Council.
- The relevant By-law 2022-13 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.
- 6.14. Crime Stoppers Outside Agency Grant Agreement 2022** 138 - 139
- A report of the Director of Community Services is attached for the information of Council.
- The relevant by-law 2022-14 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.
- 6.15. Municipal Law Enforcement Officers** 140 - 140
- A report of the Manger of Transit and Parking is attached for the consideration of Council.
- By-law 2022-25 is listed under Agenda item 11 and will be read with all by-laws under that item.
- 6.16. Local Immigration Partnership Update** 141 - 148
- A report of the Local Immigration Partnership Coordinator is attached for the information of Council.
- Mover Councillor P. Christian
Secunder Councillor M. Scott
Resolved that the report of the Local Immigration Partnership Coordinator dated January 31, 2022 concerning Local Immigration Partnership update be received as information.
- 6.17. Hazardous and Special Products – Sault Ste. Marie Depot** 149 - 152
- A report of the Director of Public Works is attached for the consideration of Council.
- Mover Councillor S. Hollingsworth
Secunder Councillor C. Gardi

Resolved that the report of the Director of Public Works dated January 31, 2022 concerning Hazardous and Special Products – Sault Ste. Marie Depot be received and that staff be authorized to enter into negotiations with various PROs for the funding of the various categories of hazardous and special products material.

6.18. Waste Management By-law – 2022 Update 153 - 154

A report of the Director of Public Works is attached for the consideration of Council.

By-law 2022-24 is listed under Agenda item 11 and will be read with all by-laws under that item.

6.19. Update on Blue Box Transition to Full Producer Responsibility 155 - 166

A report of the Director of Public Works is attached for the information of Council.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that the report of the Director of Public Works dated January 31, 2022 be received as information; and further that staff enter into negotiations of a contract extension with Green For Life for the collection and processing of recyclable materials for the period of time of the existing contract termination until the transition date.

6.20. 2022 Capital Transportation Program – Ontario Community Infrastructure Fund Grant 167 - 171

A report of the Director of Engineering is attached for the consideration of Council.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the report of the Director of Engineering dated January 31, 2022 concerning supplementary Capital Transportation Projects and the additional OCIF funds be received, and that:

The following projects:

- Three pedestrian crossings (Pine Street at Pleasant Drive; Carmen's Way at Albert Street West; Goulais Avenue at Rushmere Drive)
- Upgrades to Glasgow Stormwater Pumping Station
- Millennium Court Stormwater Management
- Culvert Replacement (Fourth Line east of Old Goulais Bay Road near Civic 340)
- Asset management Phase II (\$80,000)

- Resurfacing various streets
- Piping ravines at Grand Boulevard near Grangemill Road and Plummer Court

with single sourcing design to AECOM, and authorization of a contract change order under existing contract 2020-6E if within budget, for the upgrades to the Glasgow stormwater pumping station be approved.

6.21. Fuel Agreement Renewal between DSSMSSAB and the City of SSM 172 - 173

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

The relevant by-law 2022-23 is listed under item 11 on the Agenda and will be read with all by-laws under that item.

6.22. Supra Box Agreement Renewal 174 - 175

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

The relevant by-law 2022-21 is listed under item 11 on the Agenda and will be read with all by-laws under that item.

6.23. Extreme Cold Warning Notification Process 176 - 177

A report of the Community Emergency Management Coordinator is attached for the information of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Community Emergency Management Coordinator dated January 31, 2022 concerning the Extreme Cold Weather Notification Process be received as information.

6.24. Cost Recovery By-law – Fire Services 178 - 179

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

By-laws 2022-15 and 2022-20 are listed under Agenda item 11 and will be read with all by-laws under that item.

6.25. Part 903 Base Line Declared Surplus 180 - 184

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

The relevant By-law 2022-18 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.26. 499 Queen Street West and 395 Queen Street West 185 - 191

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

By-laws 2022-16 and 2022-17 are listed under Agenda item 11 and will be read with all by-laws under that item.

Mover Councillor S. Hollingsworth

Secunder Councillor C. Gardi

It is therefore recommended that Council take the following action:

To authorize the Legal Department to accept Offer #2, specifically the property exchange option and thereby:

(a) authorize the disposition of the City owned property described as PIN 31578-0215 (LT) PT LT 12 S/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S AS IN T430377; SAULT STE. MARIE in accordance with the City's policy for the disposition of land to The Federal Bridge Corporation Limited for the sum of \$1.00 and all costs related thereto; and

(b) authorize the acquisition of a portion of property described as PART PIN 31576-0355 (LT) PT LOTS 19, 20, 21, 22, 23, 24 ORIGINAL TOWN PLOT SOUTH SIDE SUPERIOR STREET BEING PART 1, PART OF PART 4, PARTS 5, 6, 7 AND 8 PLAN 1R13282, known municipally as 395 Queen Street West, Sault Ste. Marie for the sum of \$1.00 and all costs relating thereto.

6.27. Insurance Program Renewal – Policy Period 2022/2023

192 - 195

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

Mover Councillor S. Hollingsworth

Secunder Councillor C. Gardi

Resolved that the report of the Risk Manager dated January 31, 2022 concerning Insurance Program Renewal – Policy Period 2022-2023 be received and that Council authorize the Legal Department to bind coverage for the City in accordance with Intact's Municipal Insurance Program Renewal documents which establishes the premium payable as \$1,472,737.00 Dollars plus applicable taxes.

6.28. Rental Housing Incentive Program

196 - 199

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

Mover Councillor P. Christian

Secunder Councillor M. Scott

Resolved that the report of the Senior Planner dated January 31, 2022 concerning the Rental Housing Incentive Program be received and that City Council authorize a four-year incremental tax grant (75%, 75%, 50%, 25%) for the proposed 20 unit multi-unit development at 139 White Oak Drive, subject to:

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.

7. Reports of City Departments, Boards and Committees

7.1. Administration

7.2. Corporate Services

7.3. Community Development and Enterprise Services

7.4. Public Works and Engineering Services

7.5. Fire Services

7.6. Legal

7.7. Planning

7.7.1. A-1-22-Z.OP 16 Caesar Road

200 - 212

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

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that the report of the Planner dated January 31, 2022 concerning Official Plan and Rezoning Application A-1-22-Z.OP be received and that Council redesignate the northern 5.18 metres of 16 Caesar Road from Residential to Commercial on Land Use Schedule C of the Official Plan by approving Official Plan Amendment #237.

Be it further resolved that Council rezone the subject property in the following manner:

1. Northern 5.18 metres of 16 Caesar Road be rezoned from Medium Density Residential Zone (R4) to General Commercial Zone (C4.S) with a Special Exception to:
 - Permit a parking lot in association with 149 Trunk Road only.
 - Permit access from Trunk Road only.
2. The remaining portion of 16 Caesar Road be rezoned from Medium Density Residential Zone (R4) to Medium Density Residential Zone (R4.S) with a Special Exception to, in addition to those uses permitted in an R4 zone:
 - Reduce the required frontage from 18 metres to 15 metres.

- Reduce the required front yard setback from 7.5 metres to 5.5 metres.

And that the northern 5.18 metres of 16 Caesar Road be deemed subject to site plan control as per section 41 of the *Planning Act*.

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

7.8. Boards and Committees

213 - 213

Email correspondence from Mayor Provenzano regarding Public Utilities Commission (Water) and Police Services Board is attached for the information of Council.

7.8.1. Public Utilities Commission (Water) – Council Appointment

One member of Council to be appointed.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that Councillor _____ be nominated to the Public Utilities Commission (Water) from January 31, 2022 to December 31, 2022.

7.8.2. Police Services Board – Council Appointment

One member of Council to be appointed.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that Councillor _____ be appointed to the Police Services Board from January 31, 2022 to December 31, 2022.

7.8.3. Environmental Monitoring Committee – Council Appointment

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that Christian Tenaglia be appointed to the Environmental Monitoring Committee from January 31, 2022 to December 31, 2022.

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

8.1. Two Billion Trees

Mover Councillor C. Gardi

Seconder Councillor D. Hilsinger

Whereas trees capture carbon and reduce greenhouse gas emissions and

help in the fight against climate change; and

Whereas enhancing biodiversity and forest resilience to climate change can be accomplished by planting the right tree species in the right places and restoring wildlife habitat; and

Whereas the planting of trees creates more green spaces for recreational activities and sanctuaries for connecting with nature; better regulation of temperatures in cities; improved mental well-being and reduced risk of wildland fire and floods to our communities; and

Whereas the Federal Government through Natural Resources Development Canada has established a program to plant two billion trees over the next several years, to capitalize on the foregoing benefits; and

Whereas eligible applicants, are able to apply to more than one funding stream under the program, municipalities being an eligible applicant;

Now Therefore Be It Resolved that City staff be requested to develop a plan and/or utilize an existing plan to apply to the Two Billion Tree Program's second call for proposals in an effort to plant appropriate tree species to add to our urban tree canopy.

8.2. Multi-Year Replacement Plan – Small Engine Machinery

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Whereas the City of Sault Ste. Marie has pledged to use resources wisely to maintain and create a sustainable city for future generation; and

Whereas the Community Greenhouse Gas Reduction Plan: 2020-2030 recommends supporting electrification opportunities; and

Whereas in December 2021, Council was presented with a multi-year replacement plan for ice resurfacers (commonly known as Zambonis) which is seeking to electrify all Zambonis in the City of Sault Ste. Marie's fleet; and

Whereas Public Works uses a substantial number of small engine machinery, including, but not limited to, ride-on lawn mowers, push lawn mowers and weed eaters;

Now Therefore Be It Resolved that staff be requested to report to Council on the feasibility of replacing any small engine equipment with electric small engine equipment as the existing equipment reaches the end of its useful life.

8.3. Northern Ontario Transportation Task Force

Mover Councillor P. Christian

Seconder Councillor M. Shoemaker

Whereas, Sault Ste Marie is situated on an international border with access to major U.S. commercial markets and;

Whereas, the International Bridge is situated at the northern terminus of Interstate 75, a major transportation route and;

Whereas, Sault Ste. Marie is located on a major waterway, the St. Marie's River which is home to the locks of Sault Ste. Marie Ontario and Michigan and;

Whereas, the not for profit group, Coalition For Passenger Trains (CAPT), whose membership is composed of volunteers from Sault Ste. Marie and the Algoma district, has been in existence for several years and;

Whereas, the CAPT group's major focus is advocating for an integrated transportation system for passengers and freight in the Algoma region and;

Whereas, the provincial government recently announced the creation of a Northern Ontario Transportation task force and;

Whereas, the task force does not include anyone from Sault Ste, Marie.

Now, therefore be it resolved that council ask Mayor Christian Provenzano, to write a letter to Transportation Minister, Caroline Mulroney requesting that a representative from Sault Ste. Marie be included on the transportation task force.

Further be it resolved that MPP Ross Romano be copied on the letter.

8.4. Administrative Support to Police Services

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Shoemaker

Whereas municipalities commonly provide civilian administrative support to municipal police services; and

Whereas the City of Sault Ste. Marie currently provides financial and human resources support to Sault Ste. Marie Police Services; and

Whereas the Sault Ste. Marie Police Service budget has increased significantly year-over-year with civilian costs rising sharply from 2021 to 2022; and

Whereas the Sault Ste. Marie Police Service is looking for ways to address its impact on the municipal levy without affecting service levels;

Now Therefore Be It Resolved that City Council directs the CAO to work with the Police Chief and their respective senior staff to assess the City providing further administrative services to Sault Ste. Marie Police Services provided the provision of those services represents a decrease in the cost of those services to the ratepayers of the City of Sault Ste. Marie.

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that all By-laws under item 11 of the Agenda under date January 31, 2022 be approved.

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

11.1.1. By-law 2022-12 (Agreement) FedNor Waterfront Walkway Funding

214 - 241

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2022-12 being a by-law to authorize the execution of the Agreement between the City and The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for funding to support the extension of the waterfront walkway be passed in open Council this 31st day of January, 2022.

11.1.2. By-law 2022-13 (Agreement) Sault Ste. Marie Horse and Pony Club Inc.

242 - 247

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2022-13 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Horse and Pony Club Inc. to extend the Licence to Occupy with the Sault Ste. Marie Horse and Pony Club Inc. for another ten (10) years be passed in open Council this 31st day of January, 2022.

11.1.3. By-law 2022-14 (Agreement) Sault Ste. Marie Crime Stoppers

248 - 259

A Council Report from the Director Community Services is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2022-14 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Crime Stoppers for a grant to assist with reducing the cost of policing and paying rewards be

passed in open Council this 31st day of January, 2022.

- 11.1.4. By-law 2022-15 (Cost Recovery) Fire Services** 260 - 266
- A report from the Assistant City Solicitor/Senior Litigation Counsel and the Fire Chief is on the Agenda.
- Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that By-law 2022-15 being a by-law to establish cost recovery fees and charges for the provision of specified Fire Services within the City of Sault Ste. Marie be passed in open Council this 31st day of January, 2022.
- 11.1.5. By-law 2022-16 (Property Sale) 499 Queen Street West (The Federal Bridge Corporation Limited)** 267 - 268
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that By-law 2022-16 being a by-law to authorize the sale of surplus property being civic 499 Queen Street West, legally described in PIN 31578-0215 (LT) to The Federal Bridge Corporation Limited be passed in open Council this 31st day of January, 2022.
- 11.1.6. By-law 2022-17 (Property Acquisition) Part of 395 Queen Street West (The Federal Bridge Corporation Limited)** 269 - 270
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that By-law 2022-17 being a by-law to authorize the acquisition of property located at civic 395 Queen Street West (The Federal Bridge Corporation Limited) be passed in open Council this 31st day of January, 2022.
- 11.1.7. By-law 2022-18 (Property Surplus and Sale) Part of 903 Base Line Declared (Enbridge Gas Distribution)** 271 - 272
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that By-law 2022-18 being a by-law to declare the City owned property legally described as Part PIN 31613-0365 (LT) PART OF SECTION

4 AWENGE; CITY OF SAULT STE. MARIE, being part of civic 903 Base Line, as surplus to the City's needs and to authorize the disposition of the said property to Enbridge Gas Distribution or as otherwise directed be passed in open Council this 31st day of January, 2022.

11.1.8. By-law 2022-19 (Agreement) Norgoma Asset Purchase 273 - 279

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2022-19 being a by-law to authorize the execution of the Agreement between the City and 5009991 Ontario Inc. (Jeffrey Dwor), for the sale of the M.S. Norgoma to 5009991 Ontario Inc. (Jeffrey Dwor) of Port Colborne Ontario be passed in open Council this 31st day of January, 2022.

11.1.9. By-law 2022-20 (User Fees) Fire Services Amendment to Schedule G 280 - 281

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2022-20 being a by-law to amend User Fees 2021-224 (Schedule G) be passed in Open Council this 31st day of January, 2022.

11.1.10. By-law 2022-21 (Agreement) Supra Box Renewal 282 - 284

A report from the Fire Chief is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2022-21 being a by-law to authorize the execution of the Amending Agreement between the City and District of Sault Ste. Marie Social Services Administration Board to enable Emergency Medical Services (EMS) to continue the use and responsibilities of the Supra Box Key System be passed in open Council this 31st day of January, 2022.

11.1.11. By-law 2022-23 (Agreement) DSSAB Fuel Supply 285 - 287

A report from the Fire Chief is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2022-23 being a by-law to authorize the execution of the Amending Agreement between the City and District of Sault Ste. Marie Social Services Administration Board to enable Emergency Medical Services (EMS) to continue to utilize the existing fuel supply located at Fire Services

be passed in open Council this 31st day of January, 2022.

- 11.1.12. By-law 2022-24 (Regulations) Waste and Recycling** 288 - 303
A report from the Director, Public Works is on the Agenda.
Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that By-law 2022-24 being a by-law for the management of waste and recycling in the City of Sault Ste. Marie be passed in open Council this 31st day of January, 2022.
- 11.1.13. By-law 2022-25 (Parking) Municipal Law Enforcement Officers** 304 - 306
A report from the Manager Transit and Parking is on the Agenda.
Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that By-law 2022-25 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 31st day of January, 2022.
- 11.1.14. By-law 2022-26 (Regulation) Firearms Amendment** 307 - 308
Council Report was passed by Council resolution on December 8, 2021.
Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that By-law 2022-26 being a by-law to to amend By-Law 2008-168 being a by-law to prohibit the discharge of firearms in the Municipality be passed in open Council this 31st day of January, 2022.
- 11.1.15. By-law 2022-27 (Agreement) Dedicated Gas Tax Fund** 309 - 312
Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that By-law 2022-27 being a by-law to authorize the execution of the Letter of Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program be passed in open Council this 31st day of January, 2022.
- 11.2. By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3. By-laws before Council for THIRD reading which do not require more than a**

simple majority

- 11.3.1. By-law 2021-25 (Local Improvements) Angelina Avenue** 313 - 317
- Mover Councillor S. Hollingsworth
Secondar Councillor M. Scott
Resolved that By-law 2021-25 being a by-law to authorize the construction of Class "A" pavement on Angelina Avenue from Wellington Street East to Caesar Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a THIRD time and passed in open Council this 31st day of January, 2022.
- 11.3.2. By-law 2021-202 (Local Improvements) Bloor Street West** 318 - 322
- Mover Councillor S. Hollingsworth
Secondar Councillor M. Scott
Resolved that By-law 2021-202 being a by-law to authorize the construction of Class "A" pavement on Bloor Street West from Lyons Avenue to Patrick Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the THIRD time and passed in open Council this 31st day of January, 2022.
- 11.3.3. By-law 2021-203 (Local Improvements) Cedar Street** 323 - 327
- Mover Councillor S. Hollingsworth
Secondar Councillor M. Scott
Resolved that By-law 2021-203 being a by-law to authorize the construction of Class "A" pavement on Cedar Street from Wilson Street to Tancred Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a THIRD time and passed in open Council this 31st day of January, 2022.
- 11.3.4. By-law 2021-204 (Local Improvements) Dufferin Street** 328 - 332
- Mover Councillor S. Hollingsworth
Secondar Councillor M. Scott
Resolved that By-law 2021-204 being a by-law to authorize the construction of Class "A" pavement on Dufferin Street from Grosvenor Avenue to Trelawne Avenue under Section 3 of the *Municipal act, 2001*, Ontario Regulation 586/06 be read a THIRD time and passed in open Council this 31st day of January, 2022.
- 12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 13. Closed Session**

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that this Council move into closed session to consider one item relating to the security of property of the municipality; one item relating to the disposition of property; one item relating to labour relations or employee negotiations; 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.

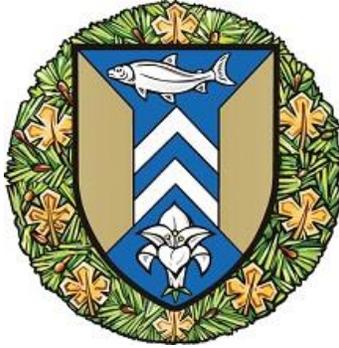
(Municipal Act section 239(2)(a) the security of the property of the municipality or local board; (c) a proposed or pending acquisition or disposition of land by the municipality or local board; (d) labour relations or employee negotiations; and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board)

14. Adjournment

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, January 10, 2022

4:30 pm

Council Chambers and Video Conference

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

Officials: M. White, R. Tyczinski, M. Zuppa (L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, D. Elliott, D. McConnell, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, by video conference)

1. Adoption of Minutes

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of December 13, 2021 be approved.

Carried

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

3. Declaration of Pecuniary Interest

4. Approve Agenda as Presented

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the Agenda for January 10, 2022 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Crime Stoppers Month

5.2 Christmas Lighting Awards

5.3 Future SSM Update

Travis Anderson, Director of Tourism and Community Development was in attendance.

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that all the items listed under date January 10, 2022 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 Outstanding Council Resolutions

6.2 Downtown Weekend Street Closures

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Deputy City Clerk dated January 10, 2022 concerning Downtown Weekend Street Closures be received as information.

Carried

6.3 Civic Centre Blinds – Project Scope Revision to include Phase II

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated January 10, 2022 concerning Civic Centre Blinds be received and the request to expand the scope of the project to complete the building (Phase II) utilizing funds from within the remaining approved 2021 Capital funding be approved.

Carried

6.4 John Rhodes Pool Boiler System – Increase Project Budget

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Community Services dated January 10, 2022 concerning Pool Boiler System repairs be received and the request to increase the project budget to value of low quoted bid be approved.

Carried

6.5 Outside Agency Grant Agreements 2022

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

The relevant By-laws 2022-2, 2022-3, 2022-4, 2022-5 and 2022-6 appear under item 11 of the Minutes.

6.6 FutureSSM Project Update

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Tourism and Community Development dated January 10, 2022 concerning update for the FutureSSM project be received as information.

Carried

6.7 Tourism Development Fund Application – The Beaver Freezer Marathon

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Tourism and Community Development dated January 10, 2022 concerning Tourism Development applications for the Beaver Freezer Marathon be received and that the recommendation of the Tourism Sault Ste. Marie Board to allocate \$6,200 be approved.

Carried

6.8 New Development Cost Options

The report of the Planning Director was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Planning Director dated January 10, 2022 concerning New Development Cost Options be received as information.

Carried

6.9 Municipal Assessment Growth

The report of the Planning Director was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Planning Director dated January 10, 2022 concerning Municipal Assessment Growth be received as information.

Carried

6.10 Northern Ontario Resource Development Support Fund

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Design and Transportation Engineering dated January 10, 2022 concerning Northern Ontario Resource Development Support Fund be received and that the resurfacing of Second Line West between Korah Road and Allen's Side Road be identified as the City's candidate project for the NORDS funding program.

Carried

6.11 Deeming By-law – Belvue Estates Subdivision, Plan 1M461 (Biasucci)

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

The relevant By-law 2022-9 appears under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1 COVID Update

The report of the CAO was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the CAO dated January 10, 2022 concerning COVID update be received as information.

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

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

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

8.1 Hub Trail Connection – Old West End

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Whereas at the November 15, 2021 City Council meeting, Council approved a re-configuration of the Hub Trail in the area of Queen Street and Andrew Street; and

Whereas since 2018 the Council of the City of Sault Ste. Marie has been discussing a Hub Trail connection to the Old West End and James Street area; and

Whereas a number of expansions or re-alignments of the Hub Trail have been brought before City Council since 2018 but a Hub Trail connection to the Old West End and James Street area has not yet been brought before City Council; and

Whereas the City of Sault Ste. Marie is undertaking an active transportation master plan at this time;

Now Therefore Be It Resolved that Council declare the Old West End and James Street area connection to be the highest priority for future spending on the Hub Trail and direct staff to prepare a route for such a connection in anticipation of available funding.

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

Carried

8.2 Federation of Northern Ontario Municipalities – Northern Ontario School of Medicine Support

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor D. Hilsinger

Whereas the life expectancy of Northern residents is more than two years lower than the Ontario average, and one person in eight across the North does not have access to a family doctor, and this represents the failure of health care in Northern Ontario; and

Whereas these Northern Ontario communities advocate for equitable health care, especially for under-served rural, Indigenous, and Francophone communities in Northern Ontario; and

Whereas finding ways to encourage more physicians and health care professionals to stay and work in Northern communities is contributing to a crisis for citizens in the North; and

Whereas, although highly successful at providing doctors for Northern Ontario, the Northern Ontario School of Medicine (NOSM) has fewer health care professionals' spots than the rest of Ontario medical schools and it would take at minimum, five NOSM graduating classes at sixty-four physicians per year to address the current shortage,

Now Therefore Be It Resolved that, with the announcement of NOSM becoming a free-standing University, the City of Sault Ste. Marie wishes to strongly request that the Provincial Government and the Ontario Medical Association immediately expand NOSM's capacity to meet the needs of Northern Ontario, with added MD positions, residency positions (PGY 1, 3 and 4) and clinical teaching funding to the Northern Ontario Academic Medicine Association; and

Further that a copy of this motion be forwarded to Premier Doug Ford, Minister of Colleges and Universities Jill Dunlop, Minister of Health Christine Elliott, MPP Ross Romano, Association of Municipalities of Ontario, Ontario Medical Association, Northern Ontario School of Medicine, Federation of Northern Ontario Municipalities, Northern Ontario Academic Medicine Association and the leaders of the opposition parties of Ontario.

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

8.3 Downtown Parking

Moved by: Councillor M. Shoemaker
 Seconded by: Councillor M. Scott

Whereas on January 5, 2022, the provincial government entered Stage II COVID restrictions requiring, among other things, the closure of indoor dining, and reduced capacity in retail settings until at least January 26, 2022; and

Whereas in past lockdowns, the City of Sault Ste. Marie has waived parking fees downtown in an effort to assist business in the downtown core to the greatest degree possible;

Now Therefore Be It Resolved that the City of Sault Ste. Marie waive downtown paid parking until the provincial restrictions on businesses are lifted.

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

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that all By-laws under item 11 of the Agenda under date January 10, 2022 be approved.

Carried

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

11.1.1 By-law 2022-1 (Traffic) Amendments to Traffic By-law 77-200

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 10th day of January, 2022.

Carried

11.1.2 By-law 2022-2 (Agreement) Algoma University Funding

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-2 being a by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000) Dollars for activities undertaken to attract international students to Sault Ste. Marie be passed in open Council this 10th day of January, 2022.

Carried

11.1.3 By-law 2022-3 (Agreement) Soo Arena Association (o/a Soo Pee Wee Arena) Funding

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-3 being a by-law to authorize the execution of the Agreement between the City and Soo Arena Association (o/a Soo Pee Wee Arena) for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full be passed in open Council this 10th day of January, 2022.

Carried

11.1.4 By-law 2022-4 (Agreement) The Art Gallery of Algoma Funding

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-4 being a by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors be passed in open Council this 10th day of January, 2022.

Carried

11.1.5 By-law 2022-5 (Agreement) Bushplane Heritage Grant Agreement

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-5 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Education Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred Seventy Five Thousand (\$175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 10th day of January, 2022.

Carried

11.1.6 By-law 2022-6 (Agreement) Museum 49th Field Regiment Grant

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-6 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Sixty Thousand (\$260,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area to be passed in open Council this 10th day of January, 2022.

Carried

11.1.7 By-law 2022-7 (Elections) Voting Technology

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-7 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented herein by the Chief Electoral Officer of Ontario for Voting Technology be passed in open Council this 10th day of January, 2022.

Carried

11.1.8 By-law 2022-8 (Elections) Hardware and Software

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-8 being a by-law to authorize the execution of the Agreement between the City and Dominion Voting Systems, Inc. for rental Hardware and Dominion Software be passed in open Council this 10th day of January, 2022.

Carried

11.1.9 By-law 2022-9 (Subdivision Control) Belvue Estates (Biasucci)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-9 being a by-law to deem not registered for purposes of subdivision control certain lots in the Belvue Estates Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 10th day of January, 2022.

Carried

11.1.10 By-law 2022-10 (Taxes) Interim Tax Levies

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-10 being a by-law to provide for Interim Tax Levies be passed in open Council this 10th day of January, 2022.

Carried

11.1.11 By-law 2022-11 (Engineering) Reconstruction Bloor Street West

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-11 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the reconstruction of Bloor Street West with proposed fees of Two Hundred Thirty Five Thousand Five Hundred (\$235,500.00) Dollars plus HST be passed in open Council this 10th day of January, 2022.

Carried

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

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

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

13. Closed Session

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that this Council move into closed session to discuss 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 matter without the need for a further authorizing resolution.

(Municipal Act section 239(2)(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

14. Adjournment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS January 22 – 30, 1992 is a significant date in Canadian history, and these dates stand out vividly in the memory of many of us in Sault Ste Marie; and

WHEREAS It was with unspeakable pride that we watched as our community's own Dr. Roberta Bondar, became Canada's first Canadian woman in Space and the world's first neurologist in Space aboard the Space Shuttle Discovery; and

WHEREAS Ten years ago on the occasion of the 20th Anniversary of her Space Flight, Roberta celebrated the occasion here in her hometown and assisted the City as we celebrated our own 100th Anniversary of Incorporation; and

WHEREAS At that time, Roberta penned these words to us "It is indeed my privilege to share with you my love for Planet Earth and of course my beautiful hometown at the heart of the Great Lakes, Sault Ste. Marie. I want to thank the people of Sault Ste. Marie who have supported and nurtured me; my accomplishments are shared with you."; and

WHEREAS On this occasion of Roberta's 30th Anniversary the media from across the country has featured her describing her as an extraordinary Canadian trail blazer and indeed a citizen of earth and beyond; and

WHEREAS Roberta was first a citizen of this community and along with her family, has never forgotten her home and has contributed richly to our growth and understanding of the world around us; and

WHEREAS On this occasion we want to say thank you and to express our pride in and support to Dr. Roberta Lynn Bondar, Saultite:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby extend Roberta our congratulations and steadfast support in all your endeavors and wish you good health and happiness for many more years to come.

Signed,

Christian Provenzano
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

-
- WHEREAS** The March for Missing and Murdered Indigenous Women, Girls, 2 Spirit and Gender Diverse Persons (MMIWG2S+) is a national annual event to raise awareness of the disproportionate numbers of missing and murdered Indigenous women and girls; and
- WHEREAS** This is an opportunity for Indigenous and non-Indigenous peoples of all genders and ages to gather in solidarity to remember, honour and grieve those who have passed on or who have gone missing; and
- WHEREAS** On February 14, 2022 people of Baawaating (Sault Ste. Marie) and across Canada will participate in a National Day of Action and Remembrance for Missing and Murdered Indigenous Women and Girls to call for actions to end all forms of gendered and colonial violence:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby declare February 14th, 2022 as a Memorial Day to remember and honour Missing and Murdered Indigenous Women, Girls, 2 Spirit and Gender Diverse Persons. I encourage all residents of the City to support this important national event and to work as a community to heed to the Calls to Justice found in the final report of the National Inquiry into Missing and Murdered Indigenous Women and Girls.

Signed,

Christian Provenzano
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS In December 1995, the House of Commons officially recognized February as Black History Month following a motion introduced by the first black Canadian woman elected to Parliament, the Honourable Jean Augustine; and

WHEREAS The proud legacy of Black Canadians goes back to the early beginnings of Canadian History; and

WHEREAS The United Nations proclaimed 2015-2024 the Decade for people of African Descent, an important step in the international community recognizing that people of African Descent represent a distinct group whose human rights must be promoted and protected; and

WHEREAS Black History Month continues to provide the City of Sault Ste. Marie with the opportunity to celebrate the achievements and contributions of Black Canadians to the rich diversity, growth and development of Canada:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the month of **February 2022** as **Black History Month** and invite all members of the community to take part in events in our community and across Canada.

Signed,

Christian Provenzano
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Each year the residents of Sault Ste. Marie await the arrival of Mr. Bon Soo and the Ontario Winter Carnival with great enthusiasm; and

WHEREAS Many local individuals, groups, service clubs and businesses organize and sponsor a variety of interesting events for everyone, especially families, throughout the 10 days of the carnival; and

WHEREAS In order for all citizens and visitors to fully enjoy and reflect the spirit of the carnival, they must be properly attired; and

WHEREAS This year marks the **59th Anniversary** of this community winter festival:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, request that all citizens and visitors wear a Bon Soo souvenir during the period **February 4th to February 13th, 2022** which I now proclaim as “**ONTARIO WINTER CARNIVAL BON SOO SEASON**” in the City of Sault Ste. Marie. Bon Soo is for you – Let It Snow!

Signed,

Christian Provenzano
MAYOR

Algoma
UNIVERSITY

SAULT STE. MARIE
CAMPUS

January 2022

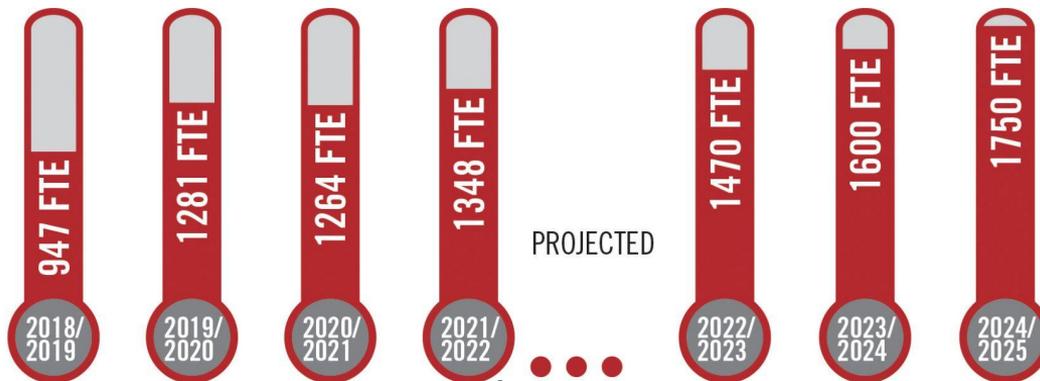




EXPANDING ENROLMENT



**Sault Ste. Marie
CAMPUS ENROLMENT**





SPECIAL PROJECTS

Mukqua Waakaa'igan: A Centre of Cultural Excellence

- First major initiative under Campus Master Plan
- Creating a centre for cultural excellence for the country
- Welcoming and inclusive place for cross-cultural understanding, teaching, learning, healing, and reconciliation

LEARN MORE

Campus Master Plan:

https://drive.google.com/file/d/1GWB-MV00Z6-BnS8_SYJ8E5gRzw48cTf5/view?ts=61dc9223

Mukqua Waakaa'igan:

<https://algomau.ca/special-mission/mukquawaakaaigan/>





SPECIAL PROJECTS

School of Computer Science and Technology

- \$1.98M FedNor investment in the expansion of the School of Computer and Technology
- Four new computer labs, two gaming labs and Collaboration Zone to support program growth in SSM now open - *Ribbon Cutting planned for Spring 2022*
- Approval of new SCST Strategic Plan will drive forward continued growth, research and innovative programming





SPECIAL PROJECTS

SCEI | School of Business and Economics





SPECIAL PROJECTS

SCEI | School of Business and Economics Timelines

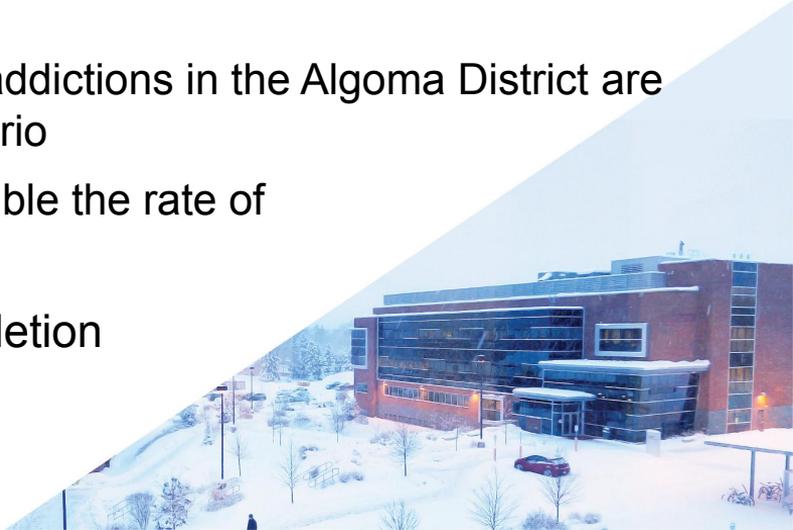




SPECIAL PROJECTS

Ontario Mental Health and Addictions Research and Training Institute (OMHARTI)

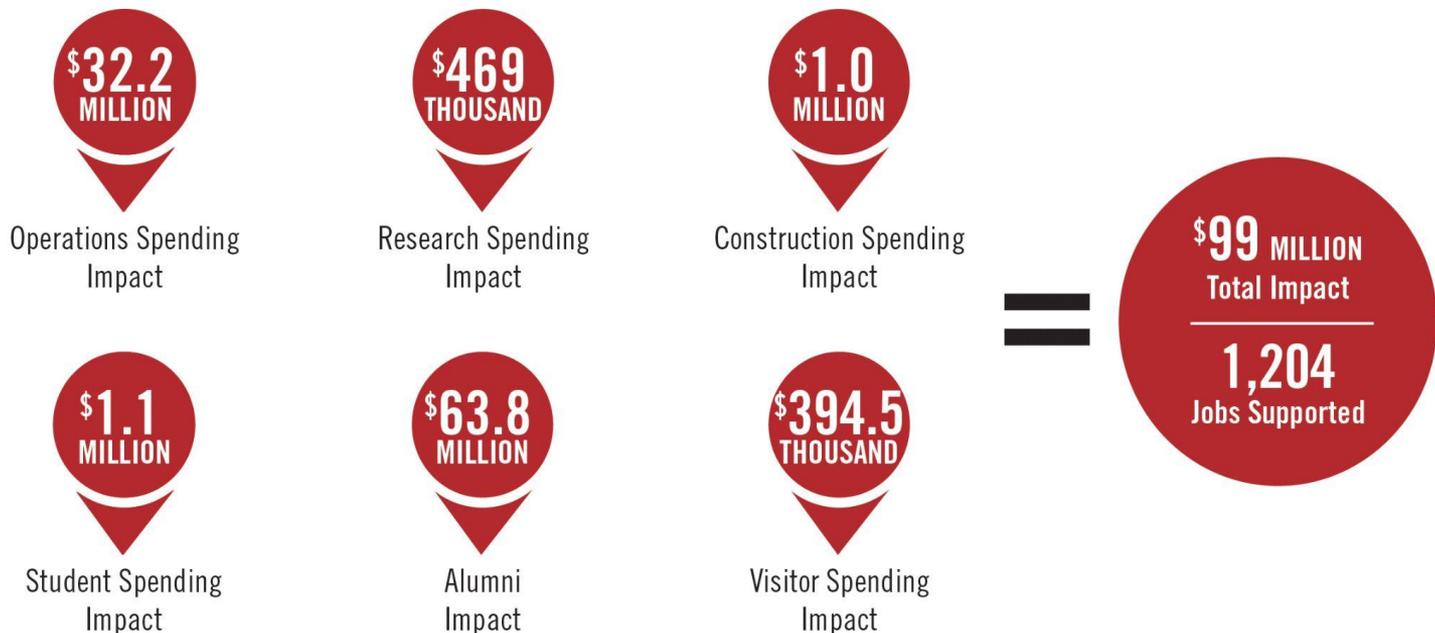
- Academic teaching, research, and training facility
- Responds to the urgent needs in Northern Ontario's system of mental illness and addictions:
 - Hospitalization rates for mental illness or addictions in the Algoma District are over 200% higher than other parts of Ontario
 - Opioid-related deaths were more than double the rate of Ontario (9.7 deaths per 100,000 people)
- Feasibility study underway - March 2022 completion





ECONOMIC IMPACT REPORT

Sault Ste. Marie - Fiscal year 2020-2021





RESEARCH

- NSERC/SSHRC Research funding - increased by 139% since 2019
- Five new positions added to the Office of Research and Innovation
- Three Canada Research Chairs
 - Dr. P. Antunes, Invasive Species
 - Dr. I. Molina, Plant Lipid Metabolism
 - Dr. P. Steeves, Healing and Reconciliation
- Dr. Nirosha Murugan named “Rising Star” by Minister of Colleges and Universities for her cutting edge research



Thank you ~ Chi-Miigwetch





The Sault Ste. Marie and Area Local Immigration Partnership

Department: Community Development and Social Enterprise

Steve Araba, *Coordinator*

Manisha Dave, *Administrative Research Assistant*



SAULT STE. MARIE
AND AREA
LOCAL IMMIGRATION
PARTNERSHIP



Funded by:

Immigration, Refugees
and Citizenship Canada

Financé par :

Immigration, Réfugiés
et Citoyenneté Canada



SAULT STE. MARIE

About LIP's

- Canada Wide Initiative
- To Create a Safe, Welcoming, Inclusive and Engaged Community for all
- To Attract, Support and Retain Newcomers
- Collaborative and Strategic Partnerships to Overcome Barriers
- Promote Cultural Awareness, Intercultural Integration and Acceptance

Area of Focus: Employment

The SSMLIP's focus is to Improve Employment Outcomes for newcomers

- Promote the benefits of hiring immigrants and enhance employers' understanding of foreign experience and credentials.
- Increase mentorship, networking, co-ops, work experience and volunteer programs, initiatives and placements for immigrants
- Improve understanding of newcomers' needs in relation to attaining meaningful and sustainable employment in Sault Ste. Marie

Area of Focus: Social Inclusion

The SSMLIP's focus is to Reduce Social Isolation and Increase Social Participation

- Strengthen connections between newcomers and host community
- Increase involvement between newcomers and the community
- Increase intercultural understanding
- Presence of diverse religious organizations
- Provide social and cultural engagement opportunities
- Positive media portrayal and stories regarding immigrants, immigration and diversity

Area of Focus: Business Development

The SSMLIP's focus is to improve Entrepreneurial and Business Outcomes for newcomers

- Identify barriers and challenges faced by Immigrants in Business
- Develop a sustainable ecosystem for Immigrant Entrepreneurial Endeavors
- Increased awareness, information and resource supports for budding entrepreneurs
- Identify and support immigrant home businesses to expand and grow
- Encourage, Support and Retain newcomers in the community through business development

Area of Focus: Integration Support

The SSMLIP's focus is to enhance Settlement and Resettlement Support for newcomers

- Smooth transition, support and retention of newcomers in the community
- Integration of existing Francophone services and identification of service gaps
- Foster Independence and Self Sufficiency within newcomers and cultural groups
- Integration and Inclusion through Sports, Food and Cultural Programming
- Increased newcomer engagement through the Newcomer Advisory Committee
- Increased awareness for Service providers directly working with newcomers

Projects and Programs

Past

- Algoma Vaccination Support Council
- Passport to Unity
- Francophone Immigration Week
- Black Business Month
- Cultural Group Support
- Pan- Northern Immigration Summit

Ongoing

- Coalition of Inclusive Municipalities
- Culture Connect Column: SooToday
- LIP Councils and Committee's
- Racism and Discrimination
- Video Projects
- Cultural Integration and Acceptance
- Research and Partnerships
- Social Equity

Future

- Newcomer and Indigenous Relations
- Francophone Service Expansion
- Business Support for Newcomers
- Annual Newcomer Welcoming Celebration



Projects and Programs

What are we working on?

- Relaunching Passport to Unity, creating a sustainable annual welcoming event
- Business Support and Tools, In Partnership with Millworks, SSMIC and other key partners geared towards newcomers and immigrants
- Employment and Newcomer Retention, creating partnerships to support immigrant and newcomers with employment, and professional networking
- Anti-Racism, awareness and training program in partnership with Chamber of Commerce and key community partners
- Video Projects: Newcomer Stories, Awareness and Education, Community Information and Support through video, and other media
- Research and Feedback: gathering information from newcomers on services and barriers that prevent them from integrating into the community

Other concerns

Affordable Housing

Free Mental Health Support: Language and Culturally Sensitive

Social Equity for Temporary Workers

Access to funds and grants to support Newcomer Economic and Business Development

Support for Volunteer and Cultural Groups

Thank You!

Questions or Comments?



SAULT STE. MARIE
AND AREA
LOCAL IMMIGRATION
PARTNERSHIP

January 20, 2022

Dear Ms. Tyczinski,

Thank you for your letter about the recent motion by the City Council of Sault Ste. Marie. Northern Ontario faces unique health care challenges, including a chronic shortage of doctors in specialities like family medicine, emergency medicine, and anesthesia.

While the Ontario Medical Association has no control over the number of seats available at the Northern Ontario School of Medicine, we are advocating for solutions to address many of the health care inequities that Northern Ontario faces.

Last year, we launched [Prescription for Northern Ontario](#), a plan with 12 recommendations to address many of the challenges faced in the north. Many of the recommendations in this plan focus on addressing the chronic shortage of doctors in the north. *Prescription for Northern Ontario* is part of a larger master plan called [Prescription for Ontario: Doctors' 5-Point Plan for Better Health Care](#).

The OMA and the Northern Ontario School of Medicine have worked together closely on health human resources (HHR) issues, and NOSM was a key participant in the creation of *Prescription for Northern Ontario*.

Prescription for Ontario is the result of the largest consultation in the OMA's 140-year history. More than 110 health-care organizations, social service agencies and community leaders provided input. Almost 8,000 Ontarians from 600 communities across the province shared their views through an online survey. Doctors representing a wide range of specialties and regions gave their expert advice.

We are actively promoting this plan to government and other stakeholders, including provincial political leaders.

We have attached a copy of *Prescription for Northern Ontario* here which may be useful for your review as you look to address these challenges in your own community.

We would be pleased to meet with the Mayor and/or Council at any time to discuss if we can be of any further assistance.



Allan O'Dette
Chief Executive Officer
Ontario Medical Association



Adam Kassam, MD MPH FRCPC
President
Ontario Medical Association

CC:

Councillor S. Hollingsworth

Councillor D. Hilsinger

Dr. Sarita Verma, Dean, President and CEO, Northern Ontario School of Medicine

Dr. Sarah Newbery, Assistant Dean of Physician Workforce Strategy, Northern Ontario School of Medicine



Prescription for northern Ontario

Ontario's doctors know that Ontarians want – and deserve – a better health-care system. The current system is plagued by physician shortages, long wait times, a serious backlog of services, inadequate mental health and addiction programs and insufficient home and community care, among other problems.

Nowhere are the issues more critical than in northern Ontario. This important region makes up almost 90 per cent of Ontario's landmass but contains only six per cent of its population. Equitable access to health care in northern Ontario is a unique challenge, requiring unique solutions.

That is why the Ontario Medical Association, representing Ontario's 43,000 doctors, has developed a plan entitled *Prescription for Northern Ontario* with 12 recommendations to address those challenges.

The northern plan of action is part of a larger master plan, *Prescription for Ontario: Doctors' 5-Point Plan for Better Health Care*, which provides 75 provincewide recommendations for implementation over the next four years. The plan is the result of the largest consultation in the OMA's 140-year history.

Ontario's doctors have been speaking out about the gaps in health-care services – especially in northern Ontario – for years. But the COVID-19 pandemic has made these gaps more visible and the need for solutions more urgent.

Our consultation on the future of the health-care system took place over the spring and summer of 2021. More than 1,600 physicians and physician leaders provided their expert advice. We listened to associations and individuals representing hospitals, nurses and many other health-care professionals, health charities and patient advocacy groups, health sciences and

technology companies, municipal and business sectors, labour unions and social service agencies and non-profit organizations serving clients of all demographics and in every part of the province.

We also heard from almost 8,000 Ontarians in 600 communities through our public survey at betterhealthcare.ca. More than half of those who responded to the OMA survey in northern Ontario said the way health care is delivered in their community had become worse as a result of the pandemic.

Wait times and the need for more doctors were identified across the north as the top health care priorities.

When asked to grade the local health care system on a scale of A, B, C or F, more than half of respondents to the survey across northern Ontario, in communities from Sudbury to Thunder Bay, gave it a C and more than a quarter gave it a failing grade.

To help develop the northern section of the plan, we also held a round table with northern physicians, a separate round table with community leaders from across the north

representing different sectors and held one-on-one discussions with northern physician leaders.

The survey results and input from northern leaders clearly show that we need to focus on a multi-stakeholder solution for northern disparities in health care.

There is a shortage of doctors and health-care professionals in many northern communities, especially in specialties such as family medicine, emergency medicine and anesthesia. Moreover, physical access to care and services is often hampered by weather, transportation infrastructure and sheer distance. However, access to health care ensures healthy populations, which is crucial to the economic health and vibrancy of rural and remote communities.

Virtual care is limited by lack of high-speed internet and unreliable connectivity. It's also hard to stay healthy when access to transportation, affordable food and secure housing are so limited. The social determinants of health – factors such as income, education, food security and housing – must be addressed, especially in the north.



To improve health care in northern Ontario,

Ontario's doctors recommend:

01 _____

That patients have equitable access to care in their own communities

02 _____

Reviewing and updating incentives and supports for physicians and allied health-care workers to practise in northern Ontario and other communities that are chronically underserved

03 _____

Focusing on education, training, innovation and opportunities for collaborative care to address physician (health-provider) shortages in remote communities

04 _____

Creating resourced opportunities for specialist and subspecialist trainees to undertake electives and core rotations in the north

05 _____

Giving medical students and residents the skills and opportunities they need to be confident in choosing rural and remote practices

06 _____

Focusing on innovative culturally sensitive education and training opportunities addressing physician and other health-provider shortages in rural and remote communities

07

Focusing on

the profound and disproportionate impact of the opioid crisis and mental health issues in northern Ontario

08

More social workers,

mental health and addiction care providers and resources for children's mental health

09

Enhancing internet connectivity

in remote areas to support virtual care, keeping in mind that virtual care will not solve health human resources problems in northern Ontario and should not replace in-person care

10

A recognition of

the specific need for local access to culturally safe and linguistically appropriate health care for northern Ontario's francophone population and Indigenous Peoples

11

A collaborative partnership

with Indigenous Services Canada and Health Canada to address issues of safe drinking water and adequacy of health-care facilities and resources in Indigenous communities

12

Using a harm-reduction,

anti-oppressive lens, addressing the education gaps in Indigenous communities and non-Indigenous communities, as health is directly affected by education

Here is what two northern Ontario doctors and a northern mayor told us about the challenges their communities face:

Rx

PATIENT NAME Ontario

“Social isolation of Indigenous communities in the north, and the inequities experienced by Indigenous Peoples, have been exacerbated by the pandemic. Our inequity bathtub in northern Ontario was nine-tenths full before COVID, and now it is overflowing.”

Dr. Sarita Verma, president of the Northern Ontario School of Medicine

Rx

PATIENT NAME Ontario

“Ontario’s large geographical and cultural nature presents a challenge for health-care leadership. Nowhere is the challenge greater than in northern Ontario. Fortunately, Ontario has the right people and resources to meet the challenge of building a world leading health-care system that is equitable, effective and accessible. Though progress has been made, Ontario still has much left to do, especially in northern Ontario.”

Dr. Stephen Cooper, family physician, Manitoulin Island

Fixing physician shortages is an issue everywhere in the province but nowhere is it as urgent as in remote communities and northern Ontario. Without access to doctors, many patients needlessly worry and suffer. We need robust data about our physician workforce and we need to use that data wisely to plan for our future population needs. We also need to support doctors so that all patients can get equitable and timely access to the care they need.

“

Northern Ontario is growing and it is also aging. We are in crisis mode without the complement of physicians required. And I believe that communities need to be able to engage medical students, residents and locums to show them that there is so much more to a community than what they see at the clinic/hospital where they are working. It takes a community to engage our visiting med students, residents and physicians so they will come back and possibly stay!

Sally Hagman, mayor of Blind River

”

To address the unequal supply and distribution of doctors,

Ontario's doctors recommend:

01 _____

Creating a detailed analysis, based on high-quality data, that accounts for the types and distribution of doctors to meet population needs

02 _____

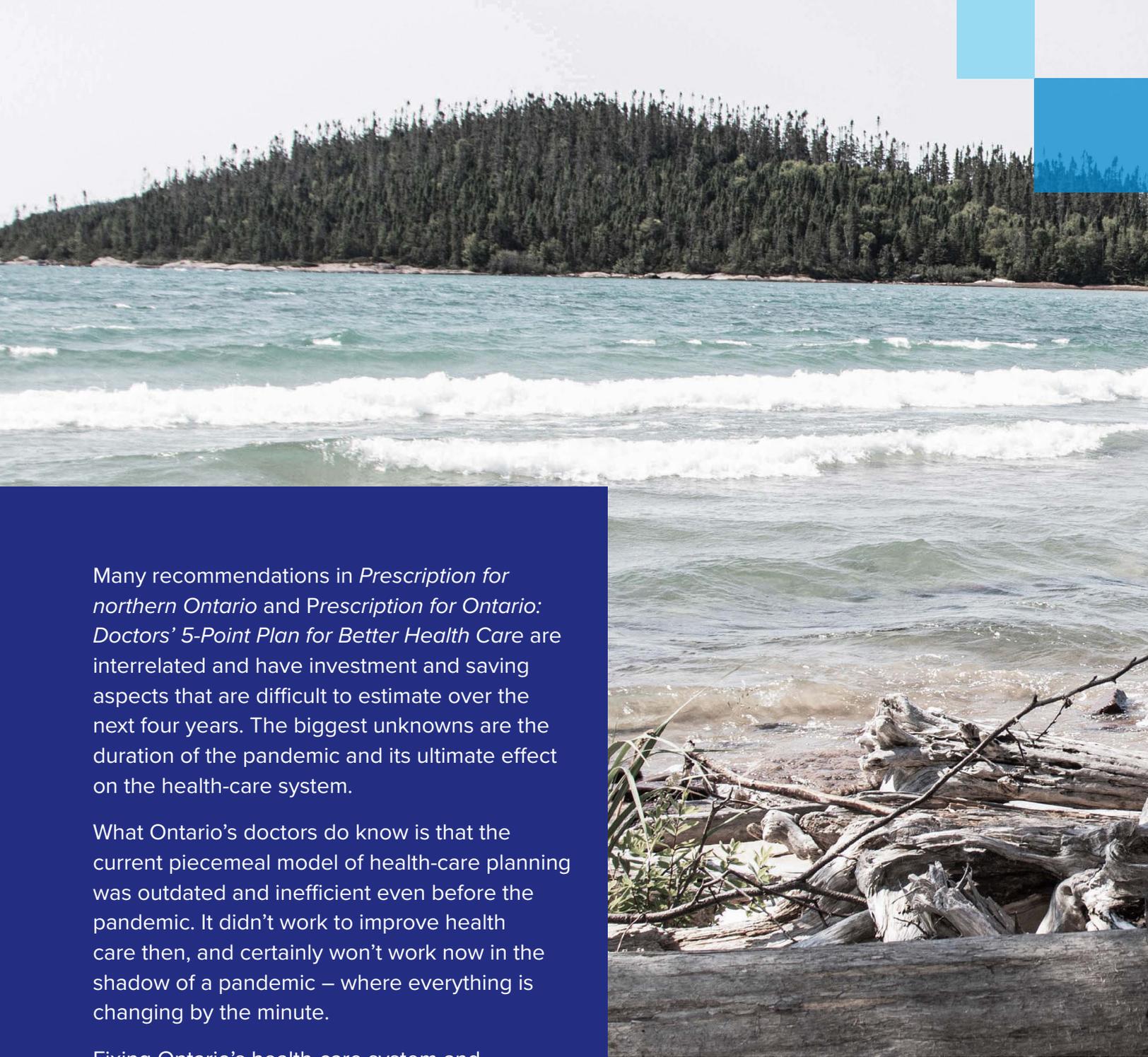
Establishing a set of best practices around physician supports to help ensure Ontario has the right doctors in the right places at the right times

03 _____

Using best evidence regarding forecasted population need, increasing the number of medical student and residency positions

04 _____

Supporting students from remote, rural and racialized communities to go to medical school aligned with populations in need

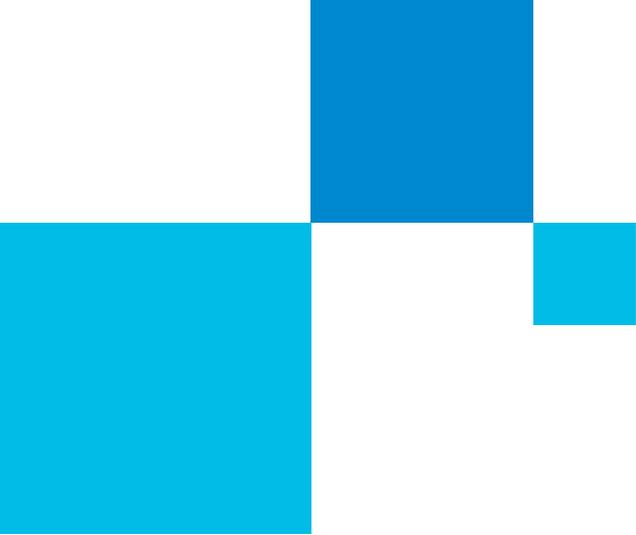


Many recommendations in *Prescription for northern Ontario* and *Prescription for Ontario: Doctors' 5-Point Plan for Better Health Care* are interrelated and have investment and saving aspects that are difficult to estimate over the next four years. The biggest unknowns are the duration of the pandemic and its ultimate effect on the health-care system.

What Ontario's doctors do know is that the current piecemeal model of health-care planning was outdated and inefficient even before the pandemic. It didn't work to improve health care then, and certainly won't work now in the shadow of a pandemic – where everything is changing by the minute.

Fixing Ontario's health-care system and addressing the gaps in health-care service in northern Ontario will not be quick or easy. It will require collaboration among health providers, support from the public, and political will.

We have to act now.



Ontario Medical Association

oma.org



@Ontariosdoctors

November 5, 2021

John R. Hart
Tel: (416) 622-6601 Ext. 1009
jhart@ritchieketcheson.com

VIA EMAIL

Ms. Antoinette Blunt
President, Ironside Consulting Services Inc.
155 Ironside Drive
Prince Township, ON
P6A 6K4

Dear Ms. Blunt:

Re: Municipal Conflict of Interest

In many communities, lawyers are elected as Members of Council, and during their term on Council, they continue to practise law. Council makes decisions regularly which give rise to the possibility that such lawyers may be retained or considered for retainer in connection with such decisions made by Council. In that context, you have asked for our opinion on when a Member of Council, who is also a practising lawyer and may be self-employed or employed by a law firm, has a conflict of interest under the *Municipal Conflict of Interest Act*, R.S.O 1990 ("MCIA").

Duty of a Member of Council

The purpose of the MCIA is to prohibit Members of Councils from engaging in the decision-making process of Council, in respect of matters where they have a personal economic interest as such interest may be in conflict with their public duty.¹

Thus, the underlying premise that must first be addressed is the duty of a Member of Council and that duty is found in Section 5 of the MCIA. That section provides that where a Member of Council, either on his/her own behalf, or through another, has an *indirect or direct pecuniary interest in any matter* and is present at a meeting of Council at which the *matter is the subject of consideration*, then the Member of Council shall disclose the interest prior to the meeting, not take part in any discussion, vote or question in relation to the matter and not attempt to influence the voting either before, during or after the meeting. Where the meeting of Council is a closed meeting, a Member of Council with a pecuniary interest must forthwith leave the meeting or part of the meeting during which the matter is under consideration.

¹ *Moll v. Fisher* (1979), 8 M.P.L.R. 266 (Ont. Div. Ct.) at para 269.

The obligations outlined in Sections 5(1) and 5(2) are focused on the responsibilities of a Member of Council in a decision-making setting. Section 5.2(1) broadens the scope of such obligations to preclude Members of Council from seeking to influence administrative staff. This section stipulates that where a Member of Council on his/her own behalf, or while acting for, by, with or through another, has a direct or indirect pecuniary interest in any matter that is being considered by an officer or employee of the municipality, or by a person or body which the municipality has delegated a power or duty, the Member of Council must not use his/her office in any way to attempt to influence any decision or recommendation that results from consideration of the matter.

The duty imposed upon a Member of Council requires that the following questions be determined:

1. When does a Member of Council's *pecuniary interest* crystalize?
2. When does a *matter* discussed at a meeting of Council become a *matter that is the subject of consideration*?
3. What if the interest is in common with *electors generally*?
4. What if the interest is one that is too *remote* or *insignificant*?

When Does a Pecuniary Interest Crystalize?

To answer this question, we must determine as it relates to a Member of Council what a pecuniary interest is and by extension, what are indirect and deemed pecuniary interests.

The MCIA does not provide for a definition of a pecuniary interest; however, caselaw has defined a pecuniary interest to mean a financial, monetary or economic interest.²

The MCIA does provide for what an indirect pecuniary interest is. Specifically, subsection 2(b) provides that a Member of Council has an indirect pecuniary interest in *any matter* in which Council is concerned if the Member of Council is in the employment of a person or body that has a *pecuniary interest* in the matter.

The MCIA also provides for what a deemed pecuniary interest is, and that would be where a Member of Council's parent, spouse or child has an indirect or direct pecuniary interest in a matter in which Council is concerned, and if such interest is known to the Member of Council, then the Member of Council is deemed to also have a pecuniary interest.

To determine when a pecuniary interest crystalizes, we must consider whether the matter before Council has the potential to affect the pecuniary interest of a Member of Council. Caselaw suggests that the moment a Member of Council realizes he/she *may* have a potential interest in a subject matter, then crystallization has occurred and that Member of Council becomes a person with a pecuniary interest.

For example, in the case of *Mondoux*,² a property was acquired by the City as a result of unpaid taxes. A person (the plaintiff in the action) saw an opportunity and offered to purchase that property

² *Cauchi v. Marai*, 2019 ONSC 479 at para 33. See also *Mondoux v. Tuchenhagen* ("*Mondoux*") 2011 ONSC 3598 at para 31

from the City. A Staff member prepared a report relating to this offer and recommended that the City accept it. At the next meeting of Council, this report was discussed and the recommendation from Staff was rejected. Shortly after this meeting, Staff produced another report which stated that the property had not been previously offered for sale through public tender and recommended that such property be advertised for sale immediately. In response to this report, a Member of Council (the defendant in the action) sent an e-mail to the Staff member that prepared the report, requesting further information and indicating that he “might have some interest” on bidding on the property through his own corporation.

The Court determined that the moment the Member of Council saw himself as a potential buyer, he became a person who acquired a pecuniary interest. At this point, the Member of Council was no longer looking at this matter from a perspective of a Member of Council; instead, he had begun to examine the situation to see how it could advance his private interests.³

By extension, one could conclude that where a Member of Council who is employed by a firm that has a potential interest in a matter which is to be the subject of consideration at a meeting of Council, then such Member of Council has an indirect pecuniary interest as their perspective as a Member of Council *may* be jeopardized by the pecuniary interest of his/her employer.

Knowing what a pecuniary interest is leads us to the next question to consider, namely if a Member of Council has such a pecuniary interest in a matter, when does that matter become a matter that is the subject of consideration by Council?

When does a Matter Discussed at Meeting of Council Become a Matter that is the Subject of Consideration?

In order to establish whether a Member of Council’s pecuniary interest in a matter demonstrates an interest that would require declaration of that interest at any subsequent meetings of Council to satisfy his/her duty under the provisions of the MCIA, as set out above, we must determine what constitutes a *matter* that is the *subject of consideration*.

In the case of *Mondoux*,⁴ the Member of Council expressed a potential interest in the subject property. After his e-mail was sent, there were two subsequent meetings of Council where this matter was discussed. The Member of Council argued that although he had sent an e-mail expressing potential interest in purchasing the surplus property, the sale of said property was not considered a subject of consideration at the next two council meetings. His position was that the issues discussed at those subsequent two meetings did not raise any matter that was capable of affecting the ability of the Member of Council to bid on the property, and that the matter that was discussed at those meetings was only “further notification” of the discussions that took place at the first meeting where this matter was originally discussed.

³ *Ibid*, at para 32.

⁴ *Supra*, note 2.

The Court disagreed with the Member of Council's position and determined that the matters presented at the further two meetings of Council were intended to be discussed with the expectation that the recommendations would be made and voted upon. These discussions, whatever their content, could have provided information of interest to anyone considering a bid to purchase the land and were considered meaningful discussions with some prospect of a decision being made.⁵

A matter that is discussed at Meeting of Council becomes a matter that is the subject of consideration when that matter is the topic of meaningful discussions and there is some prospect of a decision being made at a meeting of Council.

What is an Interest in Common with *Electors Generally* and How Does the Exception Apply?

The MCIA provides various exemptions to the duty of a Member of Council who may have a pecuniary interest.

Of particular importance is Subsection 4(j), which is one of the two "general" exemptions under the MCIA. This section states that the duty set out in the MCIA does not apply to a pecuniary interest in any matter that a Member of Council may have by reason of the Member of Council having such an interest in common with *electors generally*.

The MCIA defines an interest in common with electors generally to mean a pecuniary interest in common with electors within the area of jurisdiction and, where the matter under consideration affects only part of the area of jurisdiction, means a pecuniary interest with electors within that part.

Caselaw has elaborated on this statutory definition. As stipulated in *Mondoux*,⁶ "electors generally" refer to something other than "all electors". The term "generally" means that the electors are to be regarded as part of a certain class or order; a significant number of electors that hold this interest in common; and such electors are affected by the matter.⁷ In *Mondoux*,⁸ it is acknowledged that the Member of Council would share with electors generally an interest in whether the municipality obtained the best price for the subject property. However, the Court determined that it is not the nature of the interest, but the breadth of those who share the interest which triggers this exception. The consideration of whether to make a bid was not an interest the Member of Council held in common with electors generally.⁹

Therefore, if it is determined that a Member of Council holds a pecuniary interest in any matter that is the subject of consideration, but that interest is determined to be an interest that is also shared with electors generally, by virtue of the breadth of those who share the interest, then the Member of Council is exempt from the provisions contained in Section 5 of the MCIA.

⁵ *Supra*, note 2, at para 49.

⁶ *Supra*, note 2.

⁷ *Supra*, note 2, at para 42.

⁸ *Supra*, note 2.

⁹ *Supra*, note 2, at para 43.

What if the Interest is one that is too *Remote or Insignificant*?

The second “general” exemption relating to a Member of Council’s duty under the MCIA arises where a pecuniary interest in any matter that a Member of Council may have is so *remote* or *insignificant* in nature that it cannot reasonably be regarded as likely to influence the Member of Council and must be determined on each matter’s particular facts.

The MCIA does not provide definitions for the words “remote” or “insignificant” as they relate to an interest of a Member of Council; however, caselaw provides a discussion of these terms.

A remote interest is one that is purely speculative in nature and caselaw is clear that the MCIA is not interested in speculative interests.

An insignificant interest does not relate to the amount at stake; rather it relates to the importance of the matter to the individual.

In the case of *Whiteley v. Schnurr*,¹⁰ the applicable test for determining whether a Member of Council’s interests are remote or insignificant in nature is set out. The test is an objective one and considers whether a reasonable elector, being apprised of all the circumstances, would think it more likely than not that the pecuniary interest would influence the Member of Council’s action and decision on the question.

This test consists of two-stages:

1. The first stage is to identify the Member of Council’s pecuniary interest in the matter, whether that be direct, indirect or deemed.
2. The second stage is to then apply the exemption in Subsection 4(k) in light of all the relevant factors that are established on the evidence. The factors of good faith and motive are relevant to the question of whether a pecuniary interest is likely to influence a Member of Council, and such factors are of central importance in the analysis of whether a pecuniary interest is remote or insignificant.¹¹

In the case of *Ferri*,¹² the litigant was a Member of Council who had a son that worked as an associate of a law firm which practised in the areas of municipal, development and land use planning law. Following the adoption of Vaughan’s Official Plan 2010, the son’s law firm was retained to appeal an aspect of the Official Plan and the son worked directly on this case. The evidence established that the son’s compensation would not depend on the outcome or decision of Council in respect of these matters. Out of an abundance of caution, the Member of Council was in the practice of disclosing and declaring an interest under the MCIA in respect of any matter for which he knew that the law firm had been retained. However, given the importance of the matters related to the Official Plan, the Member of Council applied to Court for a determination as to whether he could participate in the Council meetings with respect to the appeal of the Official Plan.

¹⁰1990 OSCJ 2575, at para 10.

¹¹ *Ferri v. Ontario (Ministry of Attorney General)* 2015 ONCA 683, at para 21 (“*Ferri*”).

¹² *Ibid.*

This Court application was originally dismissed and that decision was appealed. On appeal, the Court determined that whether a Member of Council's pecuniary interest is so remote or insignificant to be reasonably regarded as unlikely to influence that Member of Council cannot be premised on the notion that, unless proven otherwise, the Member of Council is fixed with the same level of proximity and significance of his child.

Each circumstance is based on the particular set of facts and any review must commence afresh and focus on the proximity and significance of the Member of Council's pecuniary interest in the context of all of the circumstances. In the case of *Ferri*,¹³ this review included the following:

1. the consideration of the Member of Council's years of faithful service to the municipality,
2. the Member of Council was acting in good faith and his motivation to participate in the issues related to the Official Plan was not incentivized by the potential pecuniary benefit,
3. the Member of Council's history of vigilantly declaring conflicts of interest under the MCI, and
4. the matters related to the Official Plan are of major public importance to his constituents, and
5. the compensation of Member of Council's son did not depend on the outcome of the appeal or a decision of Council respecting these matters.

After completing this review, the Court concluded that a reasonable elector, apprised of all these circumstances, would not conclude that the Member of Council's deemed interest (as a result of his son's involvement) in the Official Plan appeal would be likely to influence his participation in debate or voting on the matter before Council.

In the case of *Lorello v Meffe*,¹⁴ the defendant was a Member of Council as well as an employee, shareholder, officer and director of Gridd, an electrical services company. Council dealt with issues that included land-use applications by developers, such as site development, approval of draft condo plans and zoning amendments, wherein Members of Council would review such applications and vote at meetings. Once Council gave its approval, and only after such approval was given, then developers would put the construction work out to tenders, receive bids and award the contracts to general contractors and/or various subtrades. Gridd had been awarded contracts by certain developers who submitted applications to Council. However, there was evidence given and accepted that Gridd did not have any special relationships with the developers and general contractors in question.

In essence, the complainant's argument was that with respect to any application to Council by any developer for which Gridd had worked or was working for, the Member of Council had an indirect pecuniary interest because there was a reasonable possibility that Gridd would be awarded a

¹³ *Supra*, note 11.

¹⁴ 2010 ONSC 1976.

contract. The Member of Council argued that any potential interest of Gridd (and therefore the Member of Council), where work is only awarded after a competitive bidding process, is subject to a series of significant contingencies. Because of such contingencies, Gridd's interest in these projects lacked sufficient proximity to constitute an indirect pecuniary interest.

Here, it was agreed that if Gridd had been awarded all the electrical work for one or more of the developers, this would be clear evidence of an indirect pecuniary interest in favour of the Member of Council. Similarly, if Gridd had been awarded no work by such developers in the past, then this is clear evidence of a lack of an indirect pecuniary interest in favour of the Member of Council. In circumstances where Gridd was awarded only one contract in the past by a developer, the Court found that this was not sufficient to establish a business relationship.

Further, in situations where Gridd was awarded more than one contract by such developers and had been continuously asked to bid on past projects, the Court was of the opinion that the mere possibility of future work, in the context of competitive bidding, without any special or preferred relationship, does not make it probable that a vote on such project would affect the pecuniary interest of Gridd (and therefore the Member of Council). That opinion was based on the facts that the project may or may not proceed, may or may not involve electrical subcontracting work, and may or may not result in future work for Gridd.

In the Court's view, a reasonable elector, informed of all the facts as outlined above, would not think it likely that the Member of Council's vote would be influenced by whatever future contingent interest Gridd may have had, due to the remoteness of that interest.

A competitive bidding process is distinguishable from cases wherein an indirect pecuniary interest results from a non-contingent relationship. For example, in the case of *Campbell v. Dowdall*,¹⁵ the Member of Council (a real estate agent) had a history of disclosing an interest when properties he was attempting to sell as an agent were the subject of severance applications. However, the Member of Council did not disclose an interest when an application for permission to remove topsoil from one of its building lots was made by a vendor whom the Member of Council was representing. One of the allegations that the complainant put forward was that the real estate agent would have a pecuniary interest in any proposals for change of permitted land uses in the municipality.

Here, it was determined that in order to find a pecuniary interest before Council involving land development or use, there would have had to be something to connect the Member of Council to the particular matter beyond a mere potential for future business. In this case, while it was difficult to say with certainty what monetary or money-related consequence the disposition of top soil removal could have for the Member of Council, he had a connection to the land in question, and it was a money-related connection. The Member of Council, at the time the matter came before Council, was an agent for a principal who was trying to sell the subject building lot and others. If

¹⁵ 1992 O.C.J. 499.

the lot in question sold, the Member of Council or his employer would receive a direct financial benefit.

The Court concluded that there was a sufficient link between “matter” and “pecuniary interest” and that the Member of Council ought to have concluded that he had an indirect pecuniary interest in the subject building lot. Although topsoil applications are minor, routine matters, the reasonable elector would inevitably fear that a Member of Council’s discretion concerning almost any public matter involving land would be fettered by a conflicting interest if that Member of Council was, at the same time, the selling agent for such land. Therefore, the Member of Council should have declared his interest and refrained from participation.¹⁶

The Court determined that a statutorily attributed indirect pecuniary interest or a deemed pecuniary interest cannot necessarily be ascribed to the Member of Council at the same level of proximity or importance given to that Member of Council’s employer (section 2 of the MCIA) or family member (Section 3 of the MCIA). The test must be to consider the Member of Council’s own interests.

Remoteness and insignificance are both factually based. Thus, where a Member of Council has a pecuniary interest in a matter that is the subject of consideration, then the Member of Council, in determining whether such interest is too remote or insignificant, must look at all the circumstances and consider whether a reasonable elector would determine any present or prospective financial benefit or detriment that could result depending on the decision made by the Member of Council of the matter before him or her.

Conclusion

You have asked for our opinion on when a Member of Council, who is also a practising lawyer and may be self-employed or employed by a law firm, has a conflict of interest under the MCIA. One need not limit the answer to that specific question about Members of Council who are also practising lawyers as the answer to that question can be generically summarized as follows:

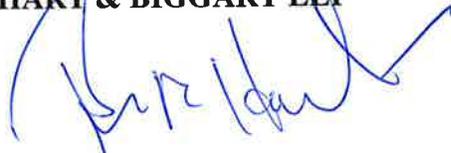
If a Member of Council has, or is employed by a firm who has, a potential interest in any matter that is the topic of meaningful discussion with some prospect of a decision being made at a meeting of Council, then that interest is a pecuniary interest in a matter that is the subject of consideration at the meeting of Council. Then, unless any of the enumerated exceptions under the MCIA apply, and the ones discussed above are whether the interest is in common with electors generally, or whether the interest is one that is too remote or insignificant, then the Member of Council must make his or her declaration of a conflict of interest and satisfy his or her duty under the MCIA.

¹⁶ *Ibid*, at para 19 and 20.

Given the nature of how conflicts of interest may arise in municipal matters, there is no definitive answer to provide as when a conflict of interest may exist for a Member of Council. As the caselaw suggests, the more detached a Member of Council is from the possibility of having an indirect or direct pecuniary interest in a matter, the more likely it is that a Member of Council does not have a conflict of interest in that matter.

Yours very truly,

**RITCHIE KETCHESON
HART & BIGGART LLP**



John R. Hart

**Ministry of
Transportation**

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau de la ministre

777, rue Bay, 5^e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports



January 21, 2022

His Worship Christian Provenzano
Mayor, City of Sault Ste. Marie
99 Foster Drive, PO Box 580
Sault Ste. Marie ON P6A 5N1

Dear Mayor Provenzano:

RE: Dedicated Gas Tax Funds for Public Transportation Program

This Letter of Agreement between the **City of Sault Ste. Marie** (the “Municipality”) and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the “Ministry”), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the “Program”). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario’s transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2021-22 Guidelines and Requirements (the “guidelines and requirements”).

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$1,222,605** (“the “Maximum Funds”) in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$916,954**; and any remaining payment(s) will be provided thereafter.

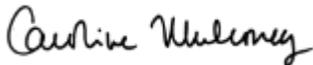
3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2021-22 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.
12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.

13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print it, secure the required signatures for it, and then deliver a fully signed copy, in pdf format, to the Ministry at the email account set out below. Subject to the Province's prior written consent, including any terms and conditions the Ministry may attach to the consent, the Municipality may execute and deliver the Letter of Agreement to the Ministry electronically. In addition, all program documents are also to be sent to the following email account:

MTO-PGT@ontario.ca

Sincerely,



Caroline Mulroney
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

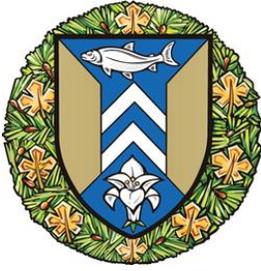
Municipality

Date	Name (print): Title (head of council or authorized delegate):

I have authority to bind the Municipality.

Date:	Name (print): Title (clerk or authorized delegate):

I have authority to bind the Municipality.



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer &
Treasurer
DEPARTMENT: Corporate Services
RE: 2022 Operating Budget Levy Approval

Purpose

The purpose of this report is to seek Council approval of the 2022 operating budget levy.

Background

The 2022 Operating Budget for the municipal portion only and the 2022 Capital Budget were approved on December 7, 2021. Approval of the levy and local board portion of the budget was deferred to allow the Police Services Board to review and amend their budget submission.

Analysis

The Police Services Board (PSB) budget presentation on December 7, 2021 to Council brought forward several questions and resulted in the operating budget submission being reviewed by the PSB. On January 14, 2022 the PSB approved a revised operating budget resulting in a reduction of \$572,735 from the original budget submission of \$32,574,018.

The reduction of the PSB is detailed as follows:

- \$362,000 capital expenses for major building maintenance and NG911 system funding from City's Asset Management Reserve versus levy
- \$75,735 reduction in salaries and benefits
- \$135,000 reduction in other operating expenses

Financial Implications

The final 2022 Operating Budget levy for the levy and local board portion is 2.72%, resulting in a total levy increase of 4.07%.

Strategic Plan / Policy Impact

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

Recommendation

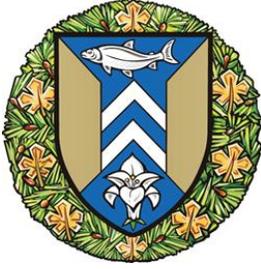
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated January 31, 2022 concerning 2022 Operational Budget Levy Approval be received and that:

- the 2022 levies and local boards be approved resulting in an increase to the levy and local board portion of the municipal levy from 2021 of 2.72%; and
- the overall 2022 municipal levy (corporate and levy and local boards) of \$128,077,959 be approved; and
- the Capital expenses for major building maintenance and upgrades to the NG911 system in the amount of \$362,000 be funded from the Asset Management Reserve.

Respectfully submitted,

Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Lisa Petrocco, CPA, CGA, Manager of Taxation
DEPARTMENT: Corporate Services
RE: Vesting of Unsold Tax Sale Property

Purpose

The purpose of this report is to seek Council approval to vest the following unsold tax sale property in the name of the City:

- 407 Rowell Avenue 060-029-070

Background

The above noted property was listed for tax sale on October 26, 2021. The property did not receive any bids and therefore the City may exercise its right to vest (assume title to) the property in the City's name in accordance with the Municipal Act.

Analysis

The property continues to accrue taxes and interest with no likelihood of collection. Once the property has been vested in the City's name, the taxes and penalties outstanding, totalling \$1,250.52 will be written off and no further taxes will accrue.

Staff has researched this property and has not found any indication that there are any significant environmental issues related to the property.

The Engineering Department has identified that the property at 407 Rowell Avenue has a creek running through it and has been deemed a flood zone. The Conservation Authority has previously denied a building permit for this property. This property is un-serviced and landlocked.

Financial Implications

There is an annual budget allocation for tax write-offs of which the \$1,250.52 of arrears taxes can be accommodated.

Strategic Plan / Policy Impact

Not applicable.

Vesting of Unsold Tax Sale Property

January 31, 2022

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation dated January 31, 2022 concerning Vesting of Unsold Tax Sale Property be received and that the Manager of Taxation be authorized to vest this property in the City's name.

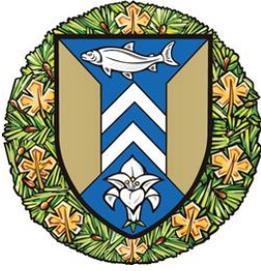
Respectfully submitted,

Lisa Petrocco

Manager of Taxation

705.541.7065

l.petrocco@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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: NCC-Twin Pad Electric Ice Resurfacer – CDES

Purpose

Attached hereto for your information and consideration is a recommendation that Council approve award for the provision of one (1) Electric Ice Resurfacer, as required by the Arenas Division of Community Development and Enterprise Services. Staff is seeking Council approval of the report recommendation.

Background

At the Council meeting dated November 29, 2021 a report of the Sustainability Coordinator and the Director of Community Services – Community Development and Enterprise Services (CDES) was received as information, outlining the opportunities associated with incorporating an Electric Ice Resurfacer and associated charging infrastructure at the NCC-Twin Pad Arena. The report outlined some of the anticipated emissions and cost savings opportunities from a fuel consumption and maintenance perspective, helping to reduce greenhouse gas emissions and improve air quality in the arena.

Furthermore, it was indicated within the report staff from CDES and Purchasing were exploring a group procurement opportunity for ice resurfacers through the Association of Municipalities of Ontario Local Authority Services (LAS) Business Services, which offers members cooperative procurement through the Canoe Procurement Group of Canada (Appendix A), and to return to Council with the results of this opportunity through its program.

A competitive bid process for suppliers RFP#1210320 - Ice Rink and Arena Equipment was conducted through the LAS/Canoe Procurement Group whereby Zamboni Company Ltd., is the awarded provider of Ice Resurfacer Equipment, Contract #120320-FZC. Since 2020, Canoe has received orders for and delivered a number of electric ice resurfacers within Ontario through their LAS partnership.

Analysis

Built to order, Zamboni Company Ltd has worked directly with the Facilities Operations Manager to assess the arena operations and provided the

recommendation for Zamboni 552AC Li with 600V Charger, and customized accessories to facilitate those requirements.

City Staff have reviewed the recommendation of equipment and pricing provided by Zamboni Company Ltd., Brantford ON, and are satisfied that it will meet the City's needs and the pricing reflects the advantages of leveraging the buying power through LAS/Canoe with an applied 3% discount. Furthermore, lead time for equipment can be up to 10 months and by leveraging this opportunity production can begin immediately for delivery closely aligned with opening of the Twin Pad facility.

The City's Procurement Policy allows for the use of Cooperative Purchasing where it is in the best interest of the City to do so; and utilizing the award of the LAS/Canoe Procurement Group RFP for Ice Resurfacer complies.

Financial Implications

The proposed fee including the applied 3% discount, will result in a total expenditure of \$158,507.75, HST being fully rebatable.

This amount can be accommodated from within the NCC-Twin Pad project budget, Furniture, Fixtures and Equipment approved funding of \$500,000.

Strategic Plan / Policy Impact

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

- Under Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner.
- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

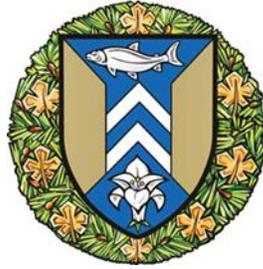
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated January 31, 2022 received and that the proposal for the supply and delivery of One Electric Ice Resurfacer (Zamboni) as requested for the NCC Twin Pad Arena, be awarded to Zamboni Canada Ltd., at their pricing of \$158,507.75 plus HST, as required by the Arenas Division – CDES.

Respectfully submitted,

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



January 31, 2022

**Appendix A – Additional Information
Association of Municipalities of Ontario (AMO) Buying Group**

Re: Local Authority Services (LAS) Canoe Procurement Group (Canoe)

Canoe is a group of municipal associations from nearly every province across the country. Representing the vast majority of cities, towns, villages, counties, and other types of municipalities – creating one of the largest and most influential public sector buying groups in Canada! Due to the governmental and not-for-profit nature of the group, other public sector entities and not-for-profit groups may also be eligible to join.

Cooperative procurement is the process of aggregating purchases for a large group of customers with similar buying needs, securing better prices and service due to the increased volume. Across Canada, many municipalities, public agencies, and not-for-profit organizations have similar requirements and expenses, making a large and ideal group for leveraging cooperative procurement.

WHAT ARE THE BENEFITS OF BEING A MEMBER?

- Preferred pricing-Competitive bid process for suppliers saves the time of doing your own RFP or tender (rather than each group member bearing the full cost)
- Simplified process and reduced administration
- Fully compliant with trade agreements
- Canada-wide purchasing power for better prices
- Access hundreds of vendors across multiple categories
- Receive direct support through LAS
- Continue to work with local retailers for service and support

Canoe has been operating since 1936 and manage tendering, vendor relations, legal considerations, accounting, and communications on behalf of members across Canada. Canoe exists to support member municipalities; they are not-for-profit, working instead to connect members and suppliers in mutually beneficial relationships. Since 2020, Canoe has received orders for and delivered the following ice resurfacers within Ontario through their LAS partnership.

- City of Niagara Falls
- City of Richmond Hill
- City of Kingston
- Town of Fort Frances
- Township of North Dumfries

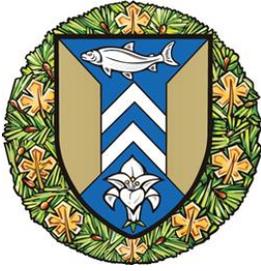
- Town of Strathroy
- Town of Arnprior

Further, Canoe has recently taken orders from the Town of Collingwood, and the City of Richmond Hill for additional machines through LAS. Steps for Procurement under the Canoe Purchasing Program save time as depicted below.



There is no agreement needed to participate in the program – every municipality in Ontario is automatically considered a ‘member’. The City’s Procurement Policy allows for the use of Cooperative Purchasing where it is in the best interest of the City to do so; and utilizing the Canoe Procurement Initiative complies. Leveraging the expertise of Canoe in Arena matters, and realizing the resulting group buying price advantages are certainly in the best interest of the City.

For more information, please visit <https://www.las.on.ca/>; https://youtu.be/RV6Zf_NMoic



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

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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Tender for Oils, Greases & Gear Lubricants

Purpose

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Oils, Greases & Gear Lubricants as required by various City Departments for a three (3) year period commencing February 1, 2022 with the option of two (2) further one (1) year extensions by mutual agreement. Staff is seeking Council approval of the Tender recommendation.

Background

The tender was publicly advertised and tender documents forwarded to all firms on the bidders list. An opening of tenders received was conducted January 11, 2022 with the Deputy City Clerk in attendance.

Analysis

The tenders received have been thoroughly evaluated and reviewed with City Staff stores representation from Public Works & Engineering and Transit Division, taking into consideration availability of supply, dependability of vendor and price. The low tendered price meeting specifications has been identified on the attached summary.

Financial Implications

Funding for purchase of these items as required will be drawn from various department operational accounts.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated January 31, 2022 be received and that the tender submitted by Petro Canada Lubricants Inc. for the supply and delivery of Oils, Greases and Gear Lubricants be awarded on an as required basis for the three (3) year period commencing February 1, 2022 with the option for two (2) additional one (1) year extensions by mutual agreement.

Tender for Oils, Greases & Gear Lubricants
January 31, 2022
Page 2.

Respectfully submitted,

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

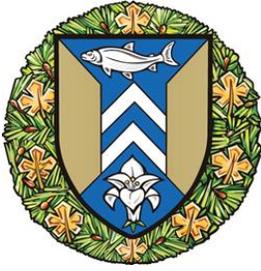
SUMMARY OF TENDERS
OILS, GREASES AND GEAR LUBRICANTS

City Request	Quantity Estimated annual	McDougall Energy Sault Ste. Marie, ON	Pepco Timmins, ON	PetroCanada Lubricants Inc. Mississauga, ON	Reyco Automotive Sault Ste. Marie, ON	Schaffer Oil/Algoma Bearing Sault Ste. Marie, ON	Shell Canada Products Calgary, AB
<i>Packaged Goods (price per unit)</i>							
Epic EP 102 Keg	275 /kg	\$ 11.85 /kg \$ 3,258.75	\$ 22.05 /kg \$ 6,063.75	\$ 10.55 /kg \$ 2,901.25	\$ 10.51 /kg \$ 2,890.25	\$ 16.20 /kg \$ 4,455.00	\$ 17.80 /kg \$ 4,895.00
Mobilube HD 80W90 (60 l Drum)	60 /l	\$ 4.84 /l \$ 290.40	\$ 5.50 /l \$ 330.00	\$ 5.55 /l \$ 333.00	\$ 6.35 /l \$ 381.00	\$ 4.05 /l \$ 243.00	\$ 4.05 /l \$ 243.00
Mobil Delvac 75W90 (60 l Drum)	840 /l	\$ 10.15 /l \$ 8,526.00	\$ 11.82 /l \$ 9,928.80	\$ 10.15 /l \$ 8,526.00	\$ 10.48 /l \$ 8,803.20	\$ 4.05 /l \$ 3,402.00	\$ 9.20 /l \$ 7,728.00
Mobil Delvac 75W90 (205 l drum)	2761 /l	\$ 9.53 /l \$ 26,312.33	\$ 11.79 /l \$ 32,552.19	\$ 9.80 /l \$ 27,057.80	\$ 10.42 /l \$ 28,769.62	\$ 4.05 /l \$ 11,182.05	\$ 9.00 /l \$ 24,849.00
Mobil Hydresstic 68 Pail	100 /l	\$ 3.49 /l \$ 349.00	\$ 11.83 /l \$ 1,183.00	\$ 2.94 /l \$ 294.00	\$ 3.55 /l \$ 355.00	\$ 8.12 /l \$ 811.90	\$ 3.42 /l \$ 342.00
Univis 22 Pail	50 /l	\$ 3.28 /l \$ 164.00	\$ 4.64 /l \$ 232.00	\$ 3.30 /l \$ 165.00	\$ 3.18 /l \$ 159.00	\$ 8.12 /l \$ 405.95	\$ 3.30 /l \$ 165.00
M-Super ATF/DM Bottle	62 /l	\$ 4.32 /l \$ 267.84	\$ 5.30 /l \$ 328.60	\$ 3.64 /l \$ 225.68	\$ 5.19 /l \$ 321.78	\$ 8.12 /l \$ 503.38	\$ 3.95 /l \$ 244.90
Allison 668 ATF Pail	300 /l	\$ 9.02 /l \$ 2,706.00	\$ 11.83 /l \$ 3,549.00	\$ 9.25 /l \$ 2,775.00	\$ 17.07 /l \$ 5,121.00	\$ 8.12 /l \$ 2,435.71	\$ 9.80 /l \$ 2,940.00
Mobil Hydraul 56 Pail	510 /l	\$ 4.24 /l \$ 2,162.40	\$ 4.52 /l \$ 2,305.20	\$ 3.75 /l \$ 1,912.50	\$ 4.42 /l \$ 2,254.20	\$ 8.12 /l \$ 4,140.71	\$ 3.70 /l \$ 1,887.00
Mobile 5W20 Bottle	153 /l	\$ 8.75 /l \$ 1,338.75	\$ 8.87 /l \$ 1,357.11	\$ 5.10 /l \$ 780.30	\$ 7.27 /l \$ 1,112.31	\$ 13.08 /l \$ 2,000.64	\$ 6.20 /l \$ 948.60
Mobile 5W30 Bottle	173 /l	\$ 8.75 /l \$ 1,513.75	\$ 8.87 /l \$ 1,534.51	\$ 5.05 /l \$ 873.65	\$ 7.27 /l \$ 1,257.71	\$ 13.08 /l \$ 2,262.17	\$ 6.20 /l \$ 1,072.60
Mobil 1000 10W30 Bottle	63 /l	\$ 3.45 /l \$ 217.35	\$ 8.87 /l \$ 558.81	\$ 3.75 /l \$ 236.25	\$ 4.70 /l \$ 296.10	\$ 13.08 /l \$ 823.79	\$ 4.50 /l \$ 283.50
Premium 10W40 Bottle	52 /l	\$ 4.36 /l \$ 226.72	\$ 6.27 /l \$ 326.04	\$ 3.75 /l \$ 195.00	\$ 6.14 /l \$ 319.28	\$ 13.08 /l \$ 679.96	\$ 4.50 /l \$ 234.00
Syn Diesel 5W40 Bottle	655 /l	\$ 7.42 /l \$ 4,860.10	\$ 7.37 /l \$ 4,827.35	\$ 5.45 /l \$ 3,569.75	\$ 8.46 /l \$ 5,541.30	\$ 10.93 /l \$ 7,159.30	\$ 6.30 /l \$ 4,126.50
<i>Bulk Items</i>							
M-DeI 15W40	600 /l	\$ 3.25 /l \$ 1,950.00	\$ 3.78 /l \$ 2,268.00	\$ 2.75 /l \$ 1,650.00	\$ 3.39 /l \$ 2,034.00	\$ 10.93 /l \$ 6,558.14	\$ 3.20 /l \$ 1,920.00
Rotella T4 15W40	5500 /l	\$ 3.25 /l \$ 17,875.00	\$ 3.78 /l \$ 20,790.00	\$ 2.75 /l \$ 15,125.00	\$ 3.39 /l \$ 18,645.00	\$ 10.93 /l \$ 60,116.28	\$ 3.20 /l \$ 17,600.00
M-DeI 5W20 Syn	600 /l	\$ 8.30 /l \$ 4,980.00	\$ 7.77 /l \$ 4,662.00	\$ 4.05 /l \$ 2,430.00	\$ 4.95 /l \$ 2,970.00	\$ 10.93 /l \$ 6,558.14	\$ 6.35 /l \$ 3,810.00
M-DeI 5W30 Syn	400 /l	\$ 8.30 /l \$ 3,320.00	\$ 7.77 /l \$ 3,108.00	\$ 4.05 /l \$ 1,620.00	\$ 4.95 /l \$ 1,980.00	\$ 10.93 /l \$ 4,372.09	\$ 6.40 /l \$ 2,560.00
M-DeI 5W40 Syn	3500 /l	\$ 6.77 /l \$ 23,695.00	\$ 6.63 /l \$ 23,205.00	\$ 4.60 /l \$ 16,100.00	\$ 6.34 /l \$ 22,190.00	\$ 10.93 /l \$ 38,255.81	\$ 4.70 /l \$ 16,450.00
Univis 32 Hydraulic Oil	3000 /l	\$ 4.03 /l \$ 12,090.00	\$ 3.34 /l \$ 10,020.00	\$ 2.87 /l \$ 8,610.00	\$ 2.46 /l \$ 7,380.00	\$ 8.39 /l \$ 25,158.73	\$ 2.70 /l \$ 8,100.00
Synthetic ATF (Allison 668 or Equiv.)	1500 /l	\$ 9.17 /l \$ 13,755.00	\$ 11.83 /l \$ 17,745.00	\$ 8.85 /l \$ 13,275.00	\$ 14.30 /l \$ 21,450.00	\$ 8.12 /l \$ 12,178.57	\$ 9.60 /l \$ 14,400.00
Estimated Annual Cost (before Stewardship Fees & HST)		\$ 129,858.39	\$ 146,874.36	\$ 108,655.18	\$ 134,230.75	Conversion to same UOM* \$ 193,703.35	\$ 114,799.10

Remarks	Warehouse in Sault Ste. Marie	Warehouse in Timmins	Warehouse in SSM & Sudbury	Warehouse in Sault Ste. Marie	Not Stated *Submitted units converted to like UOM for comparison	Warehouse SSM, Timmins, Hearst and Brockville

Note: The low tendered prices, meeting specifications, are boxed above and subject to adjustment on a quarterly basis based on changes in Suppliers Wholesale Pricing.
Estimated Total Annual Costs shown above is based on tendered pricing firm until April 30, 2022
It is my recommendation that the low tendered prices, submitted by Petro Canada Lubricants Inc., be accepted.

Karen Marlow
Manager of Purchasing



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

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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFQ – Retrofit for Refuse Packers – Public Works

Purpose

This report has been prepared for your information and consideration for the retrofit of two (2) Refuse Packers as required by Waste Management - Public Works & Engineering Services. Staff is seeking Council approval of the recommendation contained in this report.

Background

Waste Management currently has seven (7) refuse collection vehicles, four (4) of which are equipped with automated arms.

- Five (5) of the units have a compacting system designed by Labrie Equipment Group, two (2) of which have been retrofitted with automated arms by Labrie.
- The remaining two (2) units are equipped with automated arms designed by ShuPak Industries.
- These units collect the City's refuse and compostable material curbside.

Since purchase of the ShuPak equipped units, Waste Management has had issues with cost of repair and downtime. Purchased in June 2019, one unit has cost \$51,721 to maintain the second unit has cost \$76,390 in repairs. While these units are down for repair, Waste Management has been using trucks and labor to handle refuse containers typically handled by an auto arm equipped vehicle.

Analysis

Waste Management is looking to replace the ShuPak auto arm with a Labrie "Helping Hand" auto arm unit.

Joe Johnson Equipment, Innisfil, ON is the factory-authorized certified dealer of Labrie Equipment and retrofits are only performed at a Labrie Dealer.

- The retrofit will include 90-day parts and labour warranty.
- The rebuild process will take approximately 30-60 days to complete, subsequent to the parts supply lead-time.
- The retrofit will enable the units to remain in service, relatively trouble free until the end of useful life in 2029.

Based on the above analysis, staff is requesting approval of Sole Sourcing of this retrofit on two (2) ShuPak units with the recommended Labrie Auto Arm units through Joe Johnson Equipment.

Sole Source request is in accordance with the Purchasing By-Law 22 (3) a) when the product is maintained by the manufacturer or its representative.

Financial Implications

Funding in the amount of \$290,000 provided from the Landfill Reserve was approved during 2022 Capital Budget deliberations for Public Works Equipment - Refuse Packer Retrofits including shipping and rental.

Joe Johnson Equipment has quoted a fee of \$175,902.14, for retrofit including parts and installation for the two (2) units. A total expenditure of \$178,998.00 including the non-rebatable portion of HST.

This amount can be accommodated within this approved allocation. Based on preliminary estimates obtained, remaining funds are sufficient for securing shipping and rental services as needed.

Strategic Plan / Policy Impact

This acquisition supports the Service Delivery focus area of the Corporate Strategic Plan in delivering excellent customer service.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated January 31, 2022 be received and that the quotation submitted by Joe Johnson Equipment at a total quoted cost of \$175,902.14 plus HST be approved on a sole source basis.

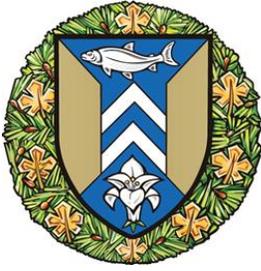
Respectfully submitted,

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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP Transit Fare Collection System – Transit & Parking
Division CDES

Purpose

Attached hereto for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for provision of Transit Fare Collection System to be installed in fleet of 26 Conventional Buses, 2 Community Buses and 11 Para buses, as required by the Transit & Parking Division – Community Development & Enterprise Services (CDES). Staff is seeking Council approval of the Evaluation Committee's recommendation.

Background

Replacement of the current fare collection system with updated technology will provide Transit operations with an electronic system using smart cards or mobile payments, including multi-ride tickets that are electronically processed using QR codes or barcodes.

The automated transit fare collection system will provide a solution that securely captures, validates and processes fare revenues. Benefits of the collection system will include:

- Allows passengers to purchase fares on their mobile device, via a passenger website and at a physical locations;
- Accepted payments on board include smart card, paper token, contactless payment and mobile using a dynamic QR code. Cash payment option remains available for passengers upon boarding the bus using a mechanical farebox;
- Getac tablets provided for onboard fare operator control;
- Updated safe with secure cash collection;
- Paper transfers using dynamic QR code available to passengers;
- Implementation, training and marketing support available;
- Administrative console to manage records and reports for passenger account;
- Merchant console for use by Transit staff as POS system;
- Back office detailed reporting and statistics;

- Production data hosted in Canada;

The solution will be installed and fully operational by the provider, and will include training to maintenance staff and transit operators.

The Request for Proposal was publicly advertised, and notification of posting was issued to potential proponents. Proposals were required to be submitted for consideration no later than 4:00 p.m. on November 8, 2021.

Analysis

Proposals from five (5) Proponents were received prior to closing deadline:

Garival S.E.C., Laval, Quebec
Cubic Transportation Systems Inc., SanDiego, CA
BEA Transit Technologies, LLC, Alameda, CA
Flowbird Transport Intelligence, Moorestown, NJ
ITS Max Solutions Inc., Candiac, Quebec

The proposals received have been evaluated by a committee comprised of city staff from Transit & Parking Division and IT Services with oversight by Procurement.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Cubic Transportation Systems Inc.

Financial Implications

In Year 1 of the program, Hardware, Software, Parts, Consumables and Installation Costs of approximately \$624,867 plus HST (approximately \$635,865 including the non-rebatable portion of the HST) will be incurred. Service costs of approximately \$80,060 plus HST will also be incurred in Year 1. Going forward, Service Costs for years 2 through 5 will likely increase each year as ridership is expected to rise annually and will total approximately \$451,016 plus HST at a high estimate.

Funding for Year 1 Hardware, Software, Parts, Consumable and Installation Costs is provided through the Invest In Canada Infrastructure Program (ICIP) in the amount of \$529,866. The City share of \$105,999 can be accommodated within the approved 2020 Capital Budget for Farebox Replacement that was approved at \$1,000,000. Service Costs will also be provided through ICIP for Year 1.

Ongoing Service costs will be funded through the approved budgets for Transit's Operating Accounts that had a \$65,000 approved operating increase in the 2022 budget. Future Operating requests will be submitted for Years 2-5 as required based on actual transactions and expecting changes to ridership.

Strategic Plan / Policy Impact

Acquisition of this equipment aligns with the City's commitment to Delivering Excellent Customer Service.

Recommendation

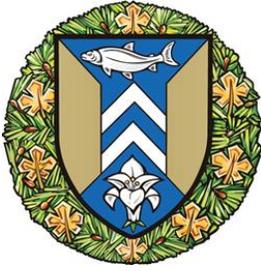
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated January 31, 2022 be received and that the proposal submitted by Cubic Transportation Systems Inc. for provision of a Transit Fare Collection System solution in accordance with their quoted price schedule as required by the Transit & Parking Division - Community Development & Enterprise Services be approved.

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

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705-759-5298
k.marlow@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Niro, Director of Human Resources
DEPARTMENT: Corporate Services
RE: Memorandum of Settlement – SSM Professional
Firefighters Association Local 529

Purpose

The purpose of this report is to recommend the approval of the attached Memorandum of Settlement (MOS) for Sault Ste. Marie Professional Firefighters Association Local 529 (SSMPFFA).

Background

The City's negotiating committee and SSMPFA met on several occasions aiming to negotiate a freely bargained agreement on a timeline that would maintain a "current" settlement. Historically, negotiations between the City and SSMPFFA have proceeded to lengthy Interest Arbitration processes, with Awards being finalized long after the end of the negotiated term. We are pleased that our current negotiations process has resulted in a freely bargained agreement.

Analysis

The Memorandum of Settlement includes a three (3) year term with wage adjustments effective January 1st, 2021 at 2 % January 1st, 2022 1% and July 1st 2022 1%. The increase effective January 1, 2023 wage adjustment shall equal to that of a Police First Class Constable, less \$100.00. Other negotiated items include minor benefit enhancements, savings and a "revised sick leave cap".

Financial Implications

The financial impact to the budget (salary/benefits) is mitigated by improved vacation scheduling providing cost savings of \$108,000 and a change to Private Duty Nursing benefit resulting in savings of \$103,000. Including these cost savings, the incremental annual increase to the budget is approximately \$152,000, or 1.33%. It is anticipated that the impact for the 2023 year, once the Police Services contract is settled, will be similar.

Strategic Plan / Policy Impact

This issue relates to the Service Delivery focus of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report from the Director of Human Resources dated January 31, 2022 be received and that the recommendation to ratify the attached Memorandum of Settlement be approved.

Respectfully submitted,



Peter Niro
Director of Human Resources
705.759.5366
p.niro@cityssm.on.ca

MEMORANDUM OF SETTLEMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

&

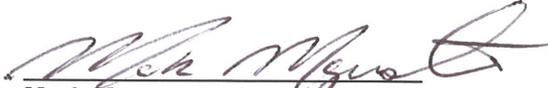
THE SAULT STE. MARIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

- 1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.**
- 2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.**
- 3. The parties herein agree that the term of the collective agreement shall be from February 1, 2021 to December 31, 2023.**
- 4. All agreed to articles will become effective the first of the month following ratification by the respective parties.**
- 5. Wages are the only agreed to article that will have adjustments retroactive.**
- 6. Both parties agree to commit to a uniform committee to review the annual uniform allotment for staff. Where consistent savings or enhancements are deemed to be found the parties agree to implement on a trial basis a revised uniform allotment.**
- 7. The parties acknowledge that if vacation accrual warrant additional signings to ensure vacation availability, discussion between the Association and Senior Fire Management would occur. Operationally, a significant change ie. increase staffing may also require additional discussions with respect to vacation signings.**
- 8. The parties agree to continue further discussions concerning physical fitness participation for staff to ensure and promote a healthy and safe work environment. The goal is to have staff participate in role related fitness scenarios to promote staff maintaining their state of readiness and mitigate injuries.**
- 9. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on January 31, 2019 provided, however, that the following amendments are incorporated in Appendix 1 (enclosed):**

Signed this 18th day of January, 2022

For the Association


Chris Mei


Mark Morgenstern


Chris Plotyca


Joshua Scott

For the Employer


Peter Niro


Peter Johnson**


Stuart Cole


Paul Milosevich


Ida Bruno

** This individual only participated in language negotiations and was not included in monetary discussions.

APPENDIX 1

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

&

THE SAULT STE. MARIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Sign off Sheet #1-6

Sign Off Sheet #1

Between

The City of Sault Ste. Marie

&

Fire Association Local 529

CITY PROPOSAL

Article 4 Management Rights

City Revised Clause

4:01 The Association acknowledges the exclusive right of the Employer to maintain order, discipline and efficiency to establish and enforce rules and regulations necessary to the efficient and safe operation and generally to govern the conduct of employees. To hire, discharge, promote, demote, layoff, classify or suspend or discipline employees. The employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein. **The methods to be utilized such as the qualifications, the testing, interview and Firefighter selection are the sole responsibility of the Employer and Senior Fire Management.**

CITY PROPOSAL

Existing Clause

4:04 All employees should maintain good physical condition and in accordance with their commitment to protect the public all employees are urged to make every effort to meet this requirement.

“Current Language prevails and the parties agree to place a commitment to convene internal to the Fire Department an encompassing wellness and physical wellbeing procedure”

**** THIS IS A COMMITMENT TO APPEAR IN THE MOS ONLY!**

CITY PROPOSAL

Existing Clause

4:06 Disciplinary action against any employee may result in discharge or suspension if the cause is grave enough to warrant such action. Such causes shall include incompetence, neglect of duty, reporting to for duty under the influence of liquor, bringing intoxicants into a fire hall, refusal to comply with an order, disorderly conduct or conduct unbecoming an employee, absence from duty without proper leave and any offence sufficiently grave to warrant disciplinary action or discharge. The employer shall record an employee's offense to both the employee and the Secretary of the Association.

City Proposal

4:06 Disciplinary action against any employee may result in discharge or suspension if the cause is grave enough to warrant such action. Such causes shall include incompetence, neglect of duty, reporting to for duty under the influence of liquor, **cannabis or any other intoxicant**, bringing intoxicants into a fire hall, refusal to comply with an order, disorderly conduct or conduct unbecoming an employee, absence from duty without proper leave, **theft from employer** and any offence sufficiently grave to warrant disciplinary action or discharge. The employer shall record an employee's offense to both the employee and the Secretary of the Association. **Association agrees that all members must be in compliance. compliant with the City of Sault Ste. Marie's Employee Code of Conduct.**

CITY PROPOSAL

Existing Clause

5:02 All employees may be subject to off shift call back at the discretion of the Fire Chief or designate of Fire Services. When off shift employees are called back they will be paid a min. of three (3) hours pay at a rate of time and one-half.

City Proposal:

5:02 All employees may be subject to off shift call back at the discretion of the Fire Chief or designate of Fire Services. When off shift employees are called back they will be paid a min. of three (3) hours pay at a rate of time and one-half. **This applies to divisional duties as described in most current job descriptions or up-staffing as determined by the Fire Chief or designate.**

Note:

Any other requirement to attend the workplace for exams, testing etc will be addressed in Article 18 and the employee will only be paid for time spent on the duration of the exam/test except requirements of any promotional process.

CITY PROPOSAL

Existing Clause

5:03 Employees authorized to work more than their regular shifts will be paid at the rate of time and one-half their regular rate for the overtime worked calculated in quarter-hour segments. Employees are not considered relieved from duty until they have arrived back at their respective fire station and authorized to leave by an officer.

City Proposal:

5:03 Employees authorized to work greater than **thirty (30) minutes continuous past** their regular shift will be paid at time and one-half (1.5x) their rate of pay for overtime worked calculated in quarter hour segments **after the thirty (30) minutes has expired** . Employees are not considered relieved from duty until they have arrived back at their respective assigned station and authorized to leave by an officer.

Association agrees to the above provided the City agree to thirty-six (36) continuous shift (up from 30)

CITYCOUNTER PROPOSAL

Article 5 Hours of Work

Existing Clause

5:05 (d) Employees having a day off due to having exchanged a shift must not work for gain or pay on such a day off. Any employee of the Association working for gain or pay on exchange shift will be immediately suspended from the department.

City Proposal:

5:05 (d) Employees having a day off due to having exchanged a shift must not work for gain or pay on such a day off. Any employee of the Association working for gain or pay on exchange shift will be immediately suspended from the department. The only exception to exchanging a shift for gain will be for an employee that is a verified Adjunct Instructor or Adjunct Shadow Instructor with the Ontario Fire College and is teaching or instructing a verified Ontario Fire College or Regional Training Center course. The shift trade request must be approved by the Deputy Chief or Fire Chief. Further, the supporting documentation must be submitted to the Deputy or Chief prior to approval to exchange shifts for gain for this sole purpose.

CITY PROPOSAL

Existing Clause:

5:05 (f) Employees, who have promised to work for another employee and then become sick or injured, shall be solely responsible to have that shift filled by another qualified member of the Association able to do the job. Any employee who has promised to work for another employee of the Association and fails to report for duty on the day the employee is scheduled to work for another employee, shall forfeit three days pay.

City Proposal: if/when entrenched in Collective

5:05 (f) Employees, who have promised to work for another employee and then become sick or injured, shall be solely responsible to have that shift filled by another qualified member of the Association able to do the job. Any employee who has promised to work for another employee of the Association and fails to report for duty on the day the employee is scheduled to work for another employee, shall forfeit **thirty-six (36) hours pay**.

CITY PROPOSAL

**** NEW** 5:05 (g)**

For a probationary firefighter a shift change must be approved by Chief or Deputy Chief in advance of the shift.

Association Agrees

CITY PROPOSAL

Article 6 Vacations

6:01 Existing Clause

NOTICE: completed year vs falling in that month

6:01 Each employee shall be entitled to vacations with pay as provided hereunder, namely:

- (a) All employees who have completed one year of continuous service but less than five years shall receive two (2) weeks annual vacation with pay.
- (b) All employees who have completed five years of continuous service but less than ten years shall receive three (3) weeks annual vacation with pay.
- (c) All employees who have completed ten years of continuous service but less than fifteen years shall receive four (4) weeks annual vacation with pay.
- (d) **Effective January 1, 2001** all employees who have completed fifteen years of continuous service but less than twenty-two years shall receive five (5) weeks annual vacation with pay.
- (e) **Effective January 1, 2001** all employees who have completed twenty-two years of continuous service shall receive six (6) weeks annual vacation with pay.

Association Agrees to the above

City Proposal

Housekeeping Change.

to reflect all 24-hour trial agreement language if/when it is entrenched to collective

6:01 Each employee shall be entitled to vacations with pay as provided hereunder, namely:

- (a) All employees who have completed one year of continuous service but less than five years shall receive two (2) weeks annual vacation with pay.
- (b) All employees who have completed five years of continuous service but less than ten years shall receive three (3) weeks annual vacation with pay.
- (c) All employees who have completed ten years of continuous service but less than fifteen years shall receive four (4) weeks annual vacation with pay.
- (d) All employees who have completed fifteen years of continuous service but less than twenty-two years shall receive five (5) weeks annual vacation with pay.
- (e) All employees who have completed twenty-two years of continuous service shall receive six (6) weeks annual vacation with pay.

ASSOCIATION PROPOSAL

Existing Language:

9:02 The first twelve (12) months service shall be classed as a probationary period and the termination of employment during such period shall not be the subject of a grievance.

Proposed Language:

9:02 The first twelve (12) months service shall be classed as a probationary period ~~and the termination of employment during such period shall not be the subject of a grievance.~~

CITY PROPOSAL

Article 10 Promotions and Layoffs

Existing Clause

10:02 An employee who is promoted shall remain on probation for a period of six months. If found unsuitable for this position by the Chief during the aforementioned periods such employee shall revert to their former position.

City Proposal – Amend clause to read as follows:

10:02 An employee **who has changed positions** shall remain **on a trial** period for up to **six (6)** months. If found unsuitable for this position by the Chief during the aforementioned periods such employee shall revert to their former position.

Association Agrees

CITY PROPOSAL

Article 14: Clothing and Turn Out Gear

14:01 Update to reflect new Uniforms

Commitment to discuss a Uniform Committee

APPEAR IN MOS ONLY AS A COMMITMENT

CITY PROPOSAL

Existing Clause

18:02 Once in each year the employee may notify the Fire Chief and Deputy Fire Chief of Operations in an email in which Fire Hall they prefer to work. Notwithstanding this provision the implementations of such requests shall be at the discretion of the Fire Chief.

City Proposal:

18:02 Once in each year the employee may notify the Fire Chief and Deputy Fire Chief of Operations in an email in which Fire Hall they prefer to work. Notwithstanding this provision the implementations

of such requests shall be at the discretion of the Fire Chief and Deputy Fire Chief of Operations.

Association Agrees

Bereavement Leave

(a) An employee shall be granted paid bereavement leave of up to two (2) Full Tours for those employees on the 24-hour shift rotation and for all other employees four (4) consecutive working days, in total, to make arrangements for, and to attend the funeral of their spouse, common-law spouse, child, parent, mother-in-law, father-in-law, grandparent, grandchild, brother or sister; and up to one (1) 12 hour shift off for those employees on the 24-hour shift rotation, and for all other employees one (1) working day to attend the funeral of their Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Aunt, Uncle, Niece, Nephew. Paid bereavement leave shall not be granted beyond two one calendar days following the day of the funeral. The pay shall be on a straight time basis and for only such of the days as are scheduled shifts.

(b) An employee may reserve one (1) Twelve (12) hour Day Shift or Night Shift of paid bereavement leave if on a 24 hour shift rotation, or 1 bereavement day if not on the 24 hour shift, from the above entitlement to attend a Celebration of Life ceremony or internment, to be taken no later than 6 months from the time of death. This time off must coincide directly with the employee's working hours and the scheduled event and is not intended to be used for any other purpose.

(c) An employee shall not be entitled to paid bereavement leave for a day on which they are absent from work for some other reason. ~~The Fire Chief may grant paid compassionate leave for reasons other than bereavement~~

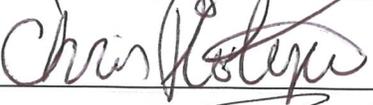
**** Appear in the Collective Agreement in place of existing language in Article 8:02**

SIGNED AT SAULT STE. MARIE this 12th day of October, 2021

FOR THE ASSOCIATION







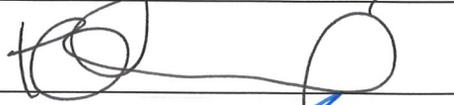


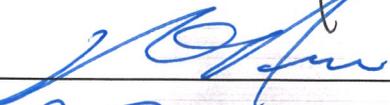


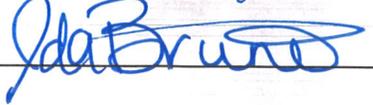
FOR THE CITY











Sign Off Sheet #2

Between

The City of Sault Ste. Marie

&

Fire Association Local 529

CITY PROPOSAL

6:05 ** **to reflect all 24-hour trial agreement language if/when entrenched in collective**

6:05 (v) a employee shall be paid for each day at the rate of **1/91** of their annual salary on the first pay of December of that year

CITY PROPOSAL

Article 19 Clerical Positions

Existing Clause

19:01 Notwithstanding the provisions of Articles 5:00, 14:00 and 15:02, the clerical staff shall work a 35 hour week and shall not be entitled to uniform allowance or service pay.

City Proposal:

19:01 Notwithstanding the provisions of **Articles 5:00 and 15:02**, the clerical staff shall work a 35 hour week and shall not be entitled to service pay.

CITY PROPOSAL

20:00 TERMS OF THE AGREEMENT

20:01 This agreement shall be effective from the first day of February 1, 2021 to the thirty-first day of January, 2024, and from year to year thereafter unless either party notifies the

other in writing not more than ninety (90) days and not less than thirty-one (31) days before the thirty-first day of January in any year, of its desire to amend the Agreement.

ASSOCIATION PROPOSAL

20:00

Existing Lanuguage

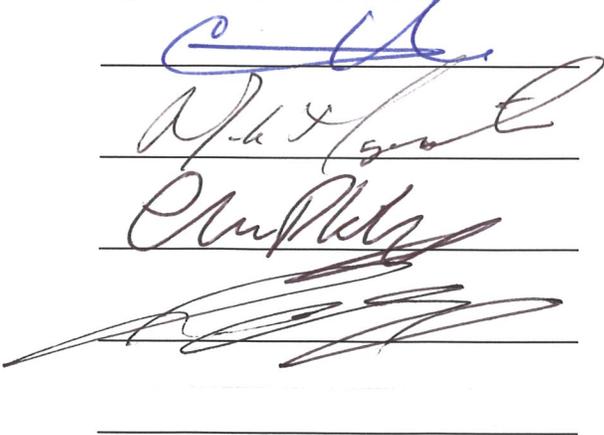
20:01 This Agreement shall be effective from the first day of February 1, ____ to the thirty-first day of January ____, and from year to year thereafter unless either party notifies the other in writing not more than ninety (90) days and not less than thirty-one (31) days before the thirty-first day of January in any year, of its desire to amend the Agreement.

Proposed Language:

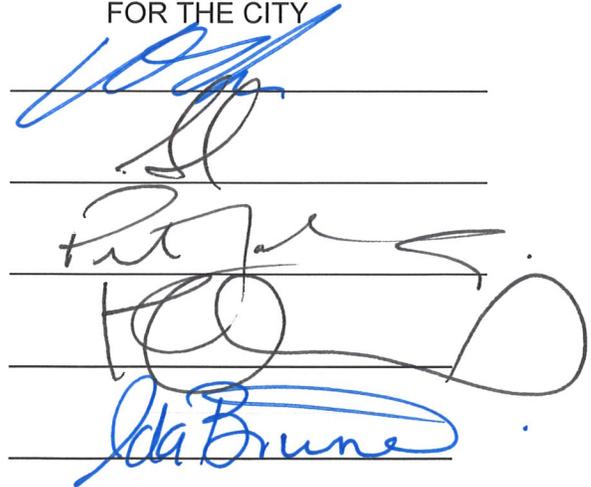
20:01 This agreement shall be effective from the first day of January, ____ to the thirty-first day of December, ____, and from year to year thereafter unless either party notifies the other in writing not more than ninety (90) days and not less than thirty-one (31) days before the thirty-first day of December in any year, of its desire to amend the Agreement.

SIGNED AT SAULT STE. MARIE this 13th day of October, 2021

FOR THE ASSOCIATION



FOR THE CITY



Sign Off Sheet #3
Between
The City of Sault Ste. Marie
&
Fire Association Local 529

CITY PROPOSAL

FPO On Call/Standby Sick Time

If an FPO scheduled to be on call/standby is off sick for any portion of the on call seven (7) day period he/she shall chose one of the following options for "each day" off, during this rotation, to account for the previously accrued paid time off:

- Have 1/2 (0.5) hour pay deducted from of their next scheduled pay, for each day off sick or lieu time may be deducted from the existing bank instead of loss of pay if the employee chooses.

OR

- Stay at work an additional ½ hour upon return to work for each day off sick

10:01 Promotions in Fire Suppression

In the event a permanent promotion in the Fire Suppression Division under the jurisdiction of the Association becomes vacant, such position shall be filled by **the next senior qualified employee that has maintained the required qualifications, acting officer hour requirements and continuing educational requirements** in line for such position within thirty (30) days. It is understood, that the employee must have the ability to perform the job.

10:02 Promotions or Transfer Outside Suppression

Where a vacancy occurs in other than the Fire Suppression Division, the position will be posted and preference will be given to the senior applicant with the qualifications and the ability to perform the job. It is acknowledged the applicant must have the ability to perform the job.

- i. The Employer will post annually, necessary qualifications for all Association positions in the SSMFS, including but not limited to: Firefighter, Captain, Platoon Chief, Fire Prevention Officer, Fire Prevention Planner, Public Education Officer, Training Officer, Mechanical Technician, Mechanical Officer and Administrative clerk, at all Fire Stations within the SSMFS:
- ii. All courses required for promotional purposes within the respective Divisions will be as per Policy 1400-17.
- iii. If a revision to the required qualifications is made the employer will notify the Association a minimum of five (5) business days prior to the revised qualifications being posted.

10:03

A member of the Association hired into a position other than the Fire Suppression Division, who wishes to apply to the Fire Suppression Division as a Firefighter shall apply when the recruitment process is activated. The member must have all the necessary requirements as outlined in the firefighter recruitment posting .

1. Upon successful completion of the fire fighter recruitment process, the Employee will be placed on the final qualified list in the order of the Employee's ranking, and will be offered a position in the Fire Suppression Division when his/her rank on the qualified list arises.
2. The Employee will enter the Fire Suppression Division at the bottom rank of a fire fighter. Seniority rights for promotion purposes shall be based on the date of entry into the Fire Suppression Division.
3. Service with the Employer, for the purpose of vacation entitlement, sick leave accrual, etc. will be based on the Employee's original hire date.

10:04

An employee who has changed positions shall remain on a trial period for up to six months. If found unsuitable for this position by the Chief during the aforementioned period such employee shall revert to their former position.

Article 10:05 Lay Off and Recall

In the event of a layoff it is recognized and agreed that the employee with the least divisional seniority in the affected Division will be the first employee affected.

In the event of a recall in that Division, the employee will be recalled in the reverse order of their respective seniority.

Transfer of Personnel Policy

** further discussion as to where the document will live

1. The Corporation agrees that the annual realignment of platoons will occur for the purpose of vacation selection and acting ranks in accordance with an employee's seniority.
2. The employer agrees to discuss a preview of the annual platoon re-alignment with the association for input and suggestions on conflicts and/or errors and omissions.
3. For the purpose of any Platoon transfer or Platoon re-alignment, the member shall not work greater than seven (7) shifts in his/her 28-day rotation. If the member is required to work greater than seven (7) shifts in the 28-day rotation, he/she shall be paid the rate of 1.5x (one and a half times the regular rate of pay) for all hours worked.

Temporary Transfer

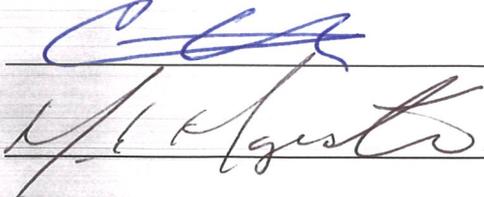
4. The employer shall have the right to temporarily transfer the junior Fire Fighter on each platoon who is on duty at the time that reassignment is required.
5. A Fire Fighter on platoon transfer shall be allowed to take his/her vacation as scheduled to the closest 24-hour period available (ie: As the vacation day was scheduled on a different rotation on the original platoon, he/she will be given the choice of the nearest working day prior to or after that day on the new platoon)
6. It is agreed that a temporary transfer as outlined above, the Chief will notify with the association and provide the necessary information related to such platoon transfer as soon as possible.

Promotional Transfer Mid-Year.

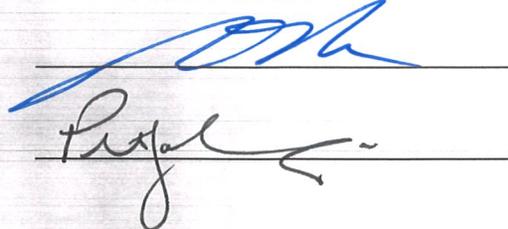
7. The Employer may transfer the most senior Acting Member to realign for a permanent promotion mid-year. For the purpose of this promotional transfer, the member shall be allowed to take his/her vacation as scheduled to the closest 24-hour period available (either the day before or after)
8. It is agreed that such a promotional transfer as outlined above, the Chief will notify with the association and provide the necessary information related to such platoon transfer.

SIGNED AT SAULT STE. MARIE this 19th day of October, 2021

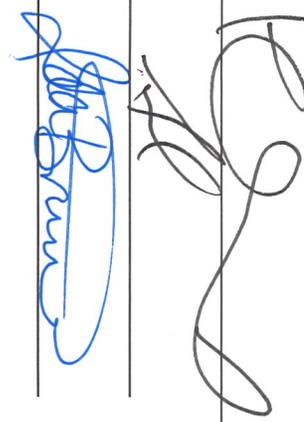
FOR THE ASSOCIATION



FOR THE CITY



Jan 14/15


ESJ


Sign Off Sheet #4
Between
The City of Sault Ste. Marie
&
Fire Association Local 529

5:00 Hours of work (from 24 hour agreement)

5:01 (a) For an employee in the suppression division (that is, an employee on the 24 hour shift rotation) an average of 42 hours per week, in accordance with the following repeating schedule. In this schedule, a week is considered a period of time from the Monday through to and including the Sunday, and a "Full Tour" is considered 24 hours starting at 8:00 am and ending at 7:59 am the following day. The first 12 hours of the shift will be referred to as the "Day shift", the second 12 hours of the shift will be referred to as the "Night shift"

Schedule

- Week 1: a shift on the Monday and the Thursday.
- Week 2: a shift on the Friday and the Sunday.
- Week 3: a shift on the Wednesday and the Saturday.
- Week 4: a shift on the Tuesday.

Employees shall work no more than a **maximum thirty-six (36) consecutive hours and shall have a minimum of Twelve (12) hours off duty prior to returning to duty.** Employees may work a maximum of Twelve (12) hours past or before their shift on the Friday / Sunday "Back to Back" tour. This shall not limit the rights of the Fire Chief under the Fire Protection and Prevention Act, 43 (7).

5:05 – Shift Exchange -

Employees shall be allowed to change shifts with other employees at any of the fire stations provided such employees are qualified to perform the duties and such change of shift are done when an employee is on a recognized day off or on holidays.

- (a) Employees wishing to change shifts will apply for a change to the officer in charge of the shift. Officer in charge of the shift shall mean the officer in charge on the day of the change of shift. Shift exchanges may be made on the basis of 12 hour periods. Shift exchanges shall not result in an employee working more than 36 consecutive hours, or having less than 12 hours off between shifts. All exchanges/trades must be of equal value, 12 or 24 hours and will be clearly recorded on the Master Daily Report (MDR) by the Platoon Chief. Shift coverage practices including those for less than 12 hours shall continue in accordance with past practice.

- (b) No Change
- (c) No Change
- (d) No Change
- (e) No Change

(f) Employees, who have promised to work for another employee and then become sick or injured, shall be solely responsible to have that shift filled by another qualified member of the Association able to do the job. Any employee who has promised to work for another employee of the Association and fails to report for duty on the day the employee is scheduled to work for another employee, shall forfeit pay equal to 36 hours.

(g) All officers in charge of shifts will ensure that paragraph (b) is adhered to.

7:02 Each **Suppression Firefighter** is entitled, subject to the terms hereof, to 12 paid off-duty days in lieu of specified paid holidays which equals 6 credits (24 hours shifts).

The following procedure will be used to schedule vacations and specified paid holidays:

- (i) Subsequent to September 1st, the platoon lists shall be posted.
- (ii) Subsequent to the posting of the platoon lists, a vacation list shall be posted that shall include sufficient space allocation to provide for the scheduling of all vacations, specified paid holidays and confirmed Ontario Fire College attendance, and other Fire Services course offerings. ~~Upon completion of the vacation selection process the remaining unused allotments shall be blocked out and considered void.~~
- (iii) Each employee shall be entitled to select vacation and specified paid holidays in blocks of **two-week periods only**, except where an employee has a period to be selected of less than two weeks.
- (iv) No employee shall be permitted to select a period of time off outside the space allocated in the posted vacation and specified paid holidays list.

11:01 The schedule of sick allowance shall be as follows:

- (a) For employees on the 24 hour shift rotation, on completion of three months of service, sick leave bank will be accrued at the rate of 18 hours per month to a maximum sick bank of _____ hours.

The first 12 hours of the shift will be referred to as the "Day shift". The second 12 hours of the shift will be referred to as the "Night shift".

- (a) When calling in sick due to illness/injury, employees may utilize their sick bank in 12-hour increments. If an employee leaves work sick, such hours will be pro-rated accordingly.
- (b) Employees shall call the Platoon Chief no later than 06:30 hrs when possible to call in sick. If the Employee calls in sick prior to their shift, they are permitted to book off for the Day Shift or Night Shift or both.
- (c) An employee who books off for the Day Shift shall call the Platoon Chief by 16:00 hrs. of that scheduled shift to indicate if they will be returning for the Night Shift. If overtime was utilized to cover the absence, such overtime cost will cease at 20:00 hrs., as a result, the Fire Fighter on overtime will be relieved from duty.

11:04

Such Sick leave shall be cumulative, but in no case shall such sick leave exceed a period of _____ hours. An employee who is absent due to illness or leave of absence for the major portion of their regularly scheduled hours in any month shall not accumulate sick leave as provided in article 11:01, in that month.

11:06 No employee shall draw during his or her active service with the Fire Services, accumulated sick leave benefits if the absence from work is not due to illness as attested by the certificate of a medical practitioner, if requested by the Employer.

If a certificate is requested by the Employer for absences of three 12 hour shifts (for suppression), three shifts for other than suppression or less, the Employer shall pay for the certificate to a maximum of seventy dollars (\$70) upon presentation of an invoice from the medical practitioner.

Employees are responsible to provide return to work clearance certificates prior to the start of their next shift.

The City's Injury/Illness Status form shall be used for this request, with the direction that the medical practitioner only complete the form as applicable.

11:08 Each employee shall be provided with restorative dental coverage, 80% to be paid by the employer and 20% by the employee, based on current O.D.A. schedule minus one year to a maximum of \$2,250 per person per year.

11:12

(i) **The City shall comply with all Regulations contained in the Ontario Municipal Employees Retirement System (OMERS)**

The parties agree that employees covered under O.M.E.R.S. for normal retirement age 60 shall retire no later than the end of the month in which they reach age 60.

Those employees covered under O.M.E.R.S. for normal retirement age 65 shall retire no later than the end of the month in which they reach 65.

- (ii) The parties agree that eligibility for LTD benefits, as set out in 11:08 shall cease when the employee becomes eligible for an OMERS unreduced retirement pension.

CITY PROPOSAL

Article 16 Contracting Out

Proposed statement in MOS to discuss if and when required

“The City and Association agree to meet in advance to discuss the impacts of Provincial Communications Certifications and the requirements herein if the dispatch continues to operate as it presently does.”

CITY PROPOSAL

Existing Clause

Article 17:00

17:01 Where possible and if known in advance, at **least 60** days prior the City will provide notice to the introduction or implementation of substantial technological changes or mechanization affecting employees, the Corporation shall, by written notice, furnish the Association with information of the planned change or changes.

Such prior notice shall contain relevant information respecting the nature and degree of change, the date or dates on which the Corporation plans to effect the change.

The Corporation shall make disclosure to the Association of the effects of the change or changes on any employee as soon as possible.

City Counter Proposal

As re-written above- entire 17:00 article

CITY PROPOSAL

Existing Clause

18:06 Employees scheduled to attend Ontario Fire College or other course offerings shall be compensated one-day shift in lieu of for each day which falls on a regularly scheduled day off.

City Proposal:

18:06 Employees scheduled to attend Ontario Fire College/**Regional Training Centers or all other Training as determined by the Fire Chief or designate will follow the following**

CHANGE OF SCHEDULE FOR TRAINING AS PER 24 HOUR SHIFT TRIAL AGREEMENT

New 18:06 (Old Fire College)

18:06 (a) Change of Work Schedule for Training

The Fire Chief may schedule an employee out of the 24 hour shift rotation for the purpose of receiving additional training for two weeks per year maximum to a combined total of 10 days, with no less than 45 days advanced notice to firefighters. Further, the parties can meet to discuss alternative dates to replace training dates which conflict with their personal schedules and such alternative dates shall not be unreasonably refused.

Credited Hours of Training

With respect to attending training out-of-town, employees shall be compensated with a 10-hour shift in lieu for each day of training at the Fire College or other course offering. With respect to training conducted *in town*, employees shall be compensated with actual hours of training in lieu.

Out-of-Town – Training conducted 200KM or more from SSMFS #1 Station

In-Town – Training conducted less than 200KM from SSMFS #1 Station

Preparation for Training or Travel Lieu-Time – For a regularly scheduled shift that is scheduled to be completed at 8 am on the day of training or travel, the employee will be scheduled off-shift at 8 pm on the previous evening of that shift. These hours will be considered lieu-time for the compensation calculation. The employee that is off due to preparation for training may not work overtime, change of shift or any other reason that would cause them to be working during that time. An employee that is scheduled to travel to out-of-town training or attend training may not work overtime, change of shift or any other reason that would cause them to be working after 8 pm on the previous evening. This does not limit the rights of the Fire Chief under the Fire Prevention and Protection Act, 43 (7)

Post-Training Lieu-Time – When an employee has attended **out-of-town** training and is scheduled to return to regularly scheduled duty at 8 am on the day following the completion of training, the employee will be scheduled off-duty until 8 pm of that shift. These hours will be considered lieu-time for the compensation calculation. The employee that is off due to for post-training lieu-time may not work overtime, change of shift or any other reason that would cause them to be working during that time. An employee may not work overtime, change of shift or any other reason that would cause them to be working before 8 pm on the day following the completion of an **out-of-town** course. This does not limit the rights of the Fire Chief under the Fire Prevention and Protection Act, 43 (7)

Compensation Calculation – [Credited hours of training + Travel Time] – [Lieu-Time + 24 hour Schedule Shift Hours]

Compensation – Compensation for additional hours will be at a premium rate (time and one half) with the exceptions noted within this document. The Employer will not claw-back wages when the compensation hours are less than the hours the employee would have worked during their regularly scheduled hours of work. Any compensation for training will not move your name in the overtime list.

Other Durations of Training – When the duration of training is other than five (5) scheduled days, compensation calculation will be conducted in a similar manner in consultation with the Association.

In-Town Single-Day Training – The employee will return to regularly scheduled duties immediately following training that is conducted on a regularly scheduled day of work. The employee will be compensated at a premium rate for actual hours of training when conducted on a regularly scheduled day off.

18:07 – add out of town “RTC” after Ontario Fire College

18:07 Effective February 1, 2000 the Employer agrees to provide a \$100.00 weekly expense allowance to each employee attending the Ontario Fire College or other out of town offerings as approved by the Fire Chief.

In addition, the Employer agrees to pay \$145.00 for a return trip home from the Fire College, provided that:

- (i) The employee attends the Fire College/**Out of Town RTC** for a period of two consecutive weeks or more.
- (ii) The employee does come home and returns to the College/**Out of Town RTC**.
- (iii) The employee uses their own vehicle to make that trip.
- (iv) The employee files a claim for the payment on completion of the course at the Fire College/**Out of Town RTC**.
- (v) The above amount will be adjusted as necessary to maintain the same level of payment as provided by the Ontario Fire College/**Out of Town RTC**.

SIGNED AT SAULT STE. MARIE this 2nd day of November, 2021

FOR THE ASSOCIATION









FOR THE CITY











Sign Off Sheet #5

Between

The City of Sault Ste. Marie

&

Fire Association Local 529

CITY PROPOSAL

Existing Clause

5:04 When at the discretion of the Fire Chief it is possible, employees will have the option of taking straight time off in lieu of overtime worked.

City Proposal:

In exchange for more flexibility at straight time in exchange for 3 person vacation schedule and withdrawal of Association 5:04 and withdrawal of vacation grievance #2017-FFA-004 with prejudice and removal of time and one half for lieu time.

5:04 When at the discretion of the Fire Chief it is possible, employees will have the option of taking straight time off in lieu of overtime worked.

(a) **Any time taken from the lieu time bank in the form of time off with pay shall be scheduled through mutual agreement between members of the Association and his/her Manager, subject to operational requirements. Any time remaining in the bank as of November 15th shall be paid out to the member by the end of January in the following calendar year at time and one half his/her hourly rate of pay.**

(b) **Employees will be allowed to carry over a maximum of 48 hours (4 – 12 hour half tours)**

(c) **This also applies to any overtime incurred while attending courses.**

Note: Parties will develop an internal scheduling process outside the collective agreement as per Notice #1400-09.

6:03

One week of vacation as referred to herein shall mean:

- Administrative Staff 35 hours at 5 consecutive shifts
- Fire Prevention Officers & Training Officer are 42 hours at 4 consecutive shifts
- Public Education Officer, Fire Prevention Planner and Mechanical staff is 42 hours at 5 consecutive shifts

18:09

Association wants DZ and Mechanical:

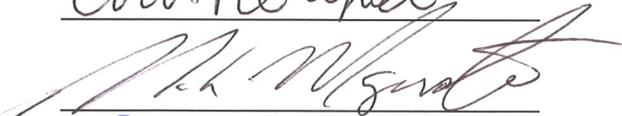
In exchange for Association withdrawing Officer Qualification Promotional Exam process being paid time, the City agrees to pay up to \$125 for DZ medical examinations and up to \$70 per mechanic for Mechanical Licensing/Certifications.

SIGNED AT SAULT STE. MARIE this 23rd day of November, 2021

FOR THE ASSOCIATION



Chris Kotepka





FOR THE CITY







Ida Bruno

Sign Off Sheet #6

Between

The City of Sault Ste. Marie

&

Fire Association Local 529

Clarity note (article signed off in Sign off sheet 5 – just wanted to detail the words to appear in CA):

Article 18:09

(i) Any employee called-in on their scheduled day off for "testing" will be paid at a rate of time and one half, in quarter hour segments, from the scheduled time the event starts to the time that the event is finished. This includes, Class exams and Course Exams, written and practical components.

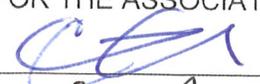
(ii) For those employees writing during their regularly scheduled shift, Fire Management will authorize the call-in, as per the above, of an employee to cover any employee who is scheduled to work during a scheduled Class or Course exam.

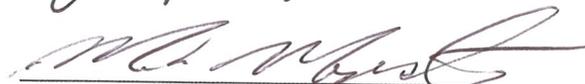
Final and outstanding package offer which was proposed and accepted by the Association on December 14, 2021 at 6:06 am, included on attached sheets (6 pages). However, this is the official sign-off sheet that shows acceptance of the offer.

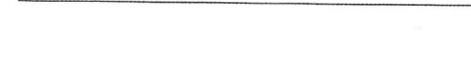
SIGNED AT SAULT STE. MARIE this 6th day of January, 2022 December, 2021

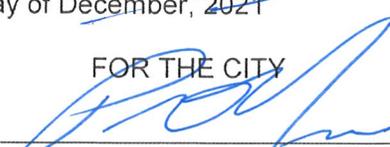
FOR THE ASSOCIATION

FOR THE CITY







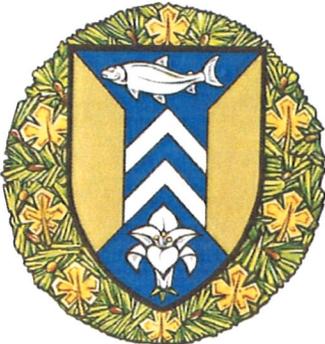








&



City of **Sault Ste. Marie**

**OUTSTANDING COMBINED PROPOSALS with
Settlement Proposal**

**From November 23rd 2021- PM 2021 – PM (City
Provided)**

Via Email on December 2nd 2021, 5:00 pm

Package Deal

|

The parties agree that all outstanding articles as of 2:17 November 17th 2021 will be put back on the table for arbitration if the process takes us there.

6:00 Vacations

For an employee on the 24 hour shift rotation, a "week" of vacation and specified paid holidays means the following:

- 1 week of earned vacation entitlement shall equal 2 vacation credits.
- 2 weeks of earned vacation entitlement shall equal 4 vacation credits.
- 3 weeks of earned vacation entitlement shall equal 6 vacation credits.
- 4 weeks of earned vacation entitlement shall equal 8 vacation credits.
- 5 weeks of earned vacation entitlement shall equal 10 vacation credits.
- 6 weeks of earned vacation entitlement shall equal 12 vacation credits.

One (1) 24 hour shift shall be equal to one (1) vacation credit.

Each employee on the 24 hour shift shall be entitled to select vacation and specified paid holidays in blocks of four Vacation Credits for each pick, in rotation, by seniority, except where an employee has a period to be selected of less than this maximum. One 24 Hour Shift Shall Equal one (1) Vacation Credit.

Parties Agree with the CAP of 2520 sick hours for the Association (suppression) retaining 2 credit vacation system.

11:00 Welfare

Employee Benefits

- 11:08 Each employee shall be provided with the Ontario Health Insurance Plan, Green Shield Semi-Private and Green Shield Extended Health Care - vision care to include laser eye surgery and/or eye examination of \$525.00 every two (2) years (effective first of the month following ratification of the Memorandum of Settlement), 100% of the cost of such plan to be contributed by the Employer.

Green Shield Extended Health Care - Drug Plan co-insurance reinstated to 90% employer /10% employee. Drug Plan to provide for the dispensing of generic drugs unless a physician prescribes a brand name. Overage Dependent Coverage is applied to the Green Shield Extended Health Care. Each employee shall be provided with the Out-of-Province Travel Plan, 100 % of the cost of such plan will be contributed by the Employer and will not be available to retirees.

Reimbursements for standard hearing aids, repairs or replacement parts up to a lifetime maximum of \$1,500. Batteries are not eligible.

No OTC drug coverage with the exception of those deemed by the insurer to be "life sustaining". This also applies to those employees who retire after June 1st, 2011 on an O.M.E.R.S. unreduced early retirement pension.

Paramedical Benefit:

- Full chiropractic, physiotherapy, massage therapy and naturopath coverage shall be provided by the employer, from the first visit, to a combined maximum per person per calendar year of \$1,350.00

Psychological Benefit:

- Psychologist or Master of Social Work: up to a combined maximum of \$2,000 per calendar year (employee and dependents).
 - Professional Services are only eligible when the practitioner rendering the service is a member in good standing with their provincial regulatory agency or an active member of a professional association, either of which must be recognized by GSC. Please contact the GSC Customer Service Centre to confirm eligibility when in doubt.
 - Cap on private duty nursing for active and retiree employees at 4380 hours

Pregnancy and Parental Leave

An employee on pregnancy / parental leave shall be entitled to receive Supplementary Employment Benefit (S.E.B.) equal to eighty percent (80%) of their normal weekly earnings for the one (1) week waiting period for Employment Insurance and a topping up of their Employment Insurance benefits to seventy five percent (75%) of their normal weekly earnings for the following seventeen (17) weeks of such leave.

The employee receiving the top-up will present proof of the Employment Insurance amount to the Human Resources Department by way of a copy of the Employment Insurance cheque stub.

The City will not be responsible in any manner for the repayment of any Employment Insurance payable by the employee upon completing his/her personal income tax return for the year of the leave in accordance with Revenue Canada rules.

The Corporation shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act for the remaining duration of such leave.

Proof of EI receipts is require.

Add:

The benefit plan shall pay for the full cost of the following Specialized Diagnostic Tests required by the employee's physician for cancer screening (Protein Specific Antigen, Cancer Antigen 125, Fecal Occult Blood Test). Test results will be between the employee and the physician.

Retiree Benefits

Retiree Benefits remain as they are today in exchange for the introduction to the HCSA as below.

New

At age 65 the retiree will cease access to the aforementioned benefit plan and will only be entitled to HCSA of \$1000 to age 75.

SCHEDULE "A"

Communications Operator – See Letter of Understanding – Communications Operator

- (a) Any Firefighter permanently disabled because of sickness or accident, but able to do light duty, shall be assigned to fill the position of Communications Operator and shall be paid at the rate of 3rd class firefighter. This provision shall not apply to short-term disabilities.
- (b) Salaries for probationer, 4th class, 3rd class and 2nd class firefighters shall be calculated as follows:

2nd Class Firefighter to be 90% of 1st Class rate

3rd Class Firefighter to be 80% of 1st Class rate

4th Class Firefighter to be 70% of 1st Class rate

Probationer Firefighter to be 60% of 1st Class rate

SCHEDULE "A"

RANK	Existing		Existing	
	Annual	Hourly	Annual	Hourly
New % of first class				
Platoon Chief (127%)				
0% (0 – 8 years) Base Rate	\$123,775	\$56.674	\$124,619	\$57.060
3% (9 – 17 years)	\$126,746	\$58.034	\$127,610	\$58.429
6% (18 – 23 years)	\$129,716	\$59.394	\$130,600	\$59.799
9% (24 + years)	\$132,687	\$60.754	\$133,591	\$61.168
Captain (119%)				
0% (0 – 8 years) Base Rate	\$115,853	\$53.047	\$116,643	\$53.408
3% (9 – 17 years)	\$118,824	\$54.407	\$119,634	\$54.778
6% (18 – 23 years)	\$121,795	\$55.767	\$122,625	\$56.147
9% (24 + years)	\$124,765	\$57.127	\$125,616	\$57.516
Training Officer (125%)				
0% (0 – 8 years) Base Rate	\$123,775	\$56.674	\$124,619	\$57.060
3% (9 – 17 years)	\$126,746	\$58.034	\$127,610	\$58.429

6% (18 – 23 years)	\$129,716	\$59.394	\$130,600	\$59.799
9% (24 + years)	\$132,687	\$60.754	\$133,591	\$61.168
Public Education Officer (112%)	\$108,922	\$49.873	\$109,665	\$50.213
2 nd Class	\$98,030	\$44.886	\$98,699	\$45.192
3 rd Class	\$87,138	\$39.898	\$87,732	\$40.170
4 th Class	\$76,245	\$34.911	\$76,766	\$35.149
Probationer	\$65,353	\$29.924	\$65,799	\$30.128
Fire Prevention Officer (112%)				
0% (0 – 8 years) Base Rate	\$108,922	\$49.873	\$109,655	\$50.213
3% (9 – 17 years)	\$111,893	\$51.233	\$112,655	\$51.582
6% (18 – 23 years)	\$114,863	\$52.593	\$115,646	\$52.952
9% (24 + years)	\$117,834	\$53.953	\$118,637	\$54.321
FPO – 2 nd Class	\$98,030	\$44.886	\$98,699	\$45.192
FPO – 3 rd Class	\$87,138	\$39.898	\$87,732	\$40.170
FPO – 4 th Class	\$76,245	\$34.911	\$76,766	\$35.149
FPO – Probationer	\$65,353	\$29.924	\$65,799	\$30.128
Fire Prevention&Planning (75%)	\$74,265	\$34.004	\$74,771	\$34.236
2 nd Class				
3 rd Class				
4 th Class				
Probationer				
Firefighter - 1st Class				
0% (0 – 8 years) Base Rate	\$99,020	\$45.339	\$99,695	\$45.648
3% (9 – 17 years)	\$101,991	\$46.699	\$102,686	\$47.017
6% (18 – 23 years)	\$104,961	\$48.059	\$105,677	\$48.387
9% (24 + years)	\$107,932	\$49.420	\$108,668	\$49.756
Firefighter – 2 nd Class	\$89,118	\$40.805	\$89,726	\$41.083
Firefighter - 3 rd Class	\$79,216	\$36.271	\$79,756	\$36.518
Firefighter - 4 th Class	\$69,314	\$31.737	\$69,787	\$31.954
Firefighter – Probationer	\$59,412	\$27.203	\$59,817	\$27.389
Firefighter Cadet 3 rd year	\$69,314	\$31.737	\$69,787	\$31.954
Firefighter Cadet 2 nd year	\$64,363	\$29.470	\$64,802	\$29.671
Firefighter Cadet 1 st year	\$59,412	\$27.203	\$59,817	\$27.389
Mechanical Officer (115%)				
3% (9 – 17 years)	\$116,844	\$53.500	\$117,640	\$53.865
6% (18 – 23 years)	\$119,814	54.860	\$120,631	\$55.234
9% (24+ years)	\$122,785	\$56.220	\$123,622	\$56.604
Level 4 (0 – 8 years)	\$113,873	\$52.140	\$114,649	\$52.495
Level 3	\$110,902	\$50.780	\$111,658	\$51.126
Level 2	\$105,951	\$48.513	\$106,674	\$48.843
Level 1	\$101,000	\$46.246	\$101,689	\$46.561

Support Services Mechanic 97%				
3% (9 – 17 years)	\$99,020	\$45.339	\$99,695	\$45.648
6% (18 – 23 years)	\$101,991	\$46.699	\$102,686	\$47.017
9% (24+ years)	\$104,961	\$48.059	\$105,677	\$48.387
Level 4 (0 – 8 years)	\$96,049	\$43.979	\$96,704	\$44.279
Level 3	\$91,098	\$41.712	\$91,719	\$41.996
Level 2	\$86,147	\$39.445	\$86,735	\$39.714
Level 1	\$81,196	\$37.178	\$81,750	\$37.431
Administrative – (57%)				
Administrative Clerk – Level 3	\$56,441	\$31.012	\$56,826	\$31.223
Administrative Clerk – Level 2	\$53,471	\$29.380	\$53,835	\$29.580
Administrative Clerk – Level 1	\$50,500	\$27.747	\$50,844	\$27.937

"Any employee assigned or transferred to the another Division will be placed in the corresponding class level equivalent to his/her existing class level."

General Wage Increase for each year of 3 years :

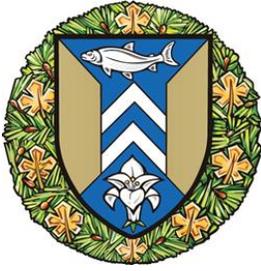
Effective January 1st 2021 2.0%

Effective January 1st , 2022 1.0%

Effective July 1st, 2022 1.0.

Effective January 1st 2023

The general wage adjustment to first class firefighters will be to within 100 dollars of a first class Police Constable (Uniform Police) upon a settlement by Police Association and the Police Board at the appropriate time.



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

January 31, 2022

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

Purpose

The purpose of this report is to seek Council approval to enter into an agreement with FedNor to receive funding from the Canada Community Revitalization Fund (CCRF).

Background

On July 12, 2021, City Council authorized staff to apply to the CCRF to support a waterfront boardwalk project:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated July 12, 2021 concerning the Canada Community Revitalization Fund be received and Council authorize staff to make an application to this funding program in the amount of \$700,000 to support the completion of a portion of waterfront boardwalk along the eastern edge of the Roberta Bondar marina.

The City has been notified that FedNor has approved a \$500,000 contribution towards this project and an agreement has been provided for City signature.

Analysis

The completion of the waterfront boardwalk along the eastern edge of the Roberta Bondar marina aligned well with the criteria of the CCRF program and the \$500,000 contribution will cover 71% of the estimated \$700,000 project.

The project will take into consideration accessibility access and fill a gap in the existing waterfront boardwalk. With Council authorization to enter into the agreement with FedNor, staff will procure engineering services to finalize the detailed design and complete a procurement process to select a proponent to undertake the project.

Financial Implications

The Promenade project was presented in the 2022 Capital Budget as a potential growth project but was not funded nor approved. The financial implication of the project is a City contribution of \$200,000 (project estimate of \$700,000 and FedNor contribution of \$500,000).

The CCRF allows stacking up to 100% and funding from the Canada Community Building Fund (formerly Gas Tax Fund) can be utilized to support the City share of this project. It is recommended the 2021 One Time Gas Tax Top Up funding be used to complete the project. There is currently \$2.7 million remaining uncommitted from these funds.

Strategic Plan / Policy Impact

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The project aligns directly with the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

The project also aligns with the FutureSSM Community Development Strategy and Downtown Development strategy.

Recommendation

It is therefore recommended that Council take the following action:

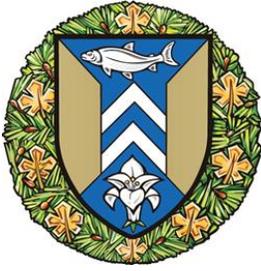
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated January 31, 2022 concerning the Canada Community Revitalization Fund be received and that Council authorize a contribution of \$200,000 from the Canada Community Building Fund to support the waterfront boardwalk project;

Further, that Council authorize staff to enter into an agreement with FedNor to receive the Canada Community Revitalization Fund project support.

By-law 2022-12 appears elsewhere on the agenda for Council approval.

Respectfully submitted,

Tom Vair
Deputy CAO, Community Development and Enterprise Services
705.759.5264
t.vair@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Tom Vair, Deputy CAO, Community Development and
Enterprise Services
DEPARTMENT: Community Development and Enterprise Services
RE: M.S. Norgoma Asset Purchase Agreement

Purpose

The purpose of this report is to seek Council direction to finalize an agreement of purchase and sale with 5009991 Ontario Inc., (Jeff Dwor) of Port Colborne, ON to acquire the M.S. Norgoma.

Background

As Council is aware, there has been a long history with the M.S. Norgoma stretching back a number of decades. Most recently, an agreement to sell the vessel to The Sweet Shop in Tobermory was terminated when that group was unable to secure a berth in the municipal marina.

Since that time, staff has been trying to find a new location for the M.S. Norgoma while also obtaining estimates to decommission the vessel. Recently, Mr. Jeff Dwor came forward with interest in acquiring the vessel. He flew to Sault Ste. Marie, toured the vessel and is interested in proceeding to acquire the M.S. Norgoma. Mr. Dwor previously operated Dwor Metal Company, which specialized in marine salvage. He has sold this business but is looking at the M.S. Norgoma as a personal project and renovating for private use.

Analysis

Since The Sweet Shop terminated their agreement staff have had a number of conversations with different organizations and groups interested in the vessel. Three groups came forward but all backed off for various reasons.

While it may be preferable to have a public use of the vessel, the option of selling the vessel to Mr. Dwor provides a solution for the M.S. Norgoma that can save the City significant costs. A recently updated budget for decommissioning the vessel is \$275,000-\$325,000.

Mr. Dwor has indicated that he will take possession of the vessel in May should the sale proceed. Staff notes that since the time of entering negotiations with Mr.

Dwor, other parties have come forward to express interest in the vessel. Staff let them know that should the agreement with Mr. Dwor not proceed, they will follow up for further discussion.

Mr. Dwor has significant experience in the marine industry and understands how to relocate and manage the vessel responsibly.

Financial Implications

The financial implications would be the receipt of \$2,500 for the vessel. The City will be required to pay the docking fee of \$40/day while the vessel continues to be located at the Purvis Marine location until May 2022. The City will avoid any additional costs related to the relocation or decommissioning of the vessel should an agreement with Mr. Dwor proceed.

Strategic Plan / Policy Impact

This item relates to the Fiscal Responsibility Value within the Corporate Strategic Plan – We will manage municipal finances in a responsible and prudent manner. We will implement best practices to ensure best value in service delivery.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2022-19 is listed under section 11 of the Agenda and will be read with all the by-laws under this item.

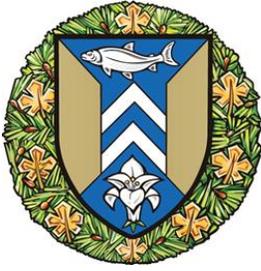
Respectfully submitted,

Tom Vair

Deputy CAO of Community Development and Enterprise Services

705.759.5264

t.vair@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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Sault Ste. Marie Horse and Pony Club Inc.

PURPOSE

The purpose of this report is to request Council's approval to extend the licence to occupy with the Sault Ste. Marie Horse and Pony Club Inc. for another ten (10) years.

BACKGROUND

The Sault Ste. Marie Horse and Pony Club (SSMHPC) is a local, incorporated not-for-profit community organization that provides the community with accessibility to equestrian programs within city limits. SSMHPC was founded in 1969 at the original homestead of Strathclair Farm, an aspect of the generous land donation by the Sinclair family for the purpose of sport and recreation for the city of Sault Ste. Marie and the surrounding area. With over 50 years in operation, SSMHPC's longevity has demonstrated a need to have horses accessible to the community.

<http://www.ssmhpc.com/>

A licence of occupation was extended with the Sault Ste. Marie Horse and Pony Club Inc. (Club) on October 1, 1992 for an area of 18.6 acres more or less on the lands known as "Strathclair Park" (Schedule B). The Tenant is to utilize the property for the purpose of providing horse riding facilities, instruction and encouraging young people to learn the sport of horse riding and related equestrian activities.

At a Council meeting dated August 11, 2008 a Licence to Occupy City Property was approved to commence January 1, 2018 for ten (10) years.

ANALYSIS

Staff have recently identified that the licence of occupation has expired and have contacted the Club to review the terms of the agreement. It also provided an

opportunity to review recent concerns brought forth and to bring to the licence to occupy to current standards.

Items reviewed

- Membership fees (posted on website)
- Governance structure
- Advocacy efforts to promote the recreational activity
- Licencee to pay promptly all charges or costs for heat, water, electricity and other utilities of any nature or kind of all similar costs.
- Any alterations or improvements on the subject property without prior written approval of the City's Legal Department.
- Confirmed Bank Balances through statements from Financial provider.

New additions proposed to the agreement

- Financial statements made available upon request (provided for the year ending August 31, 2021)
- City Representative may attend Board meetings with two (2) weeks advance written notification.

The Club has also provided a letter to Council for further information addressing recent public complaints (Appendix A).

Upon review of the items identified above, recent correspondence and new additions to the agreement staff are recommending the renewal of the licence.

FINANCIAL IMPLICATIONS

There is no impact to the Operating Budget for 2022 resulting from the renewal.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community 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. We will work together to provide inclusive and accessible services to our diverse community.
- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2022-13 and supporting agreement appear elsewhere on the Council agenda.

Respectfully submitted,

Sault Ste. Marie Horse and Pony Club Inc.

January 31, 2022

Page 3.

Brent Lamming, PFP, CPA, CMA

Director, Community Services

Community Development & Enterprise Services

(705)759-5314

b.lamming@cityssm.on.ca



December 20, 2021

ATTN: Mayor & Council of Sault Ste Marie

99 Foster Drive

Sault Ste. Marie ON P6A 5X6

Dear Council,

The Board of Directors met at a duly held meeting on November 10th from 7:00 – 10 pm to discuss the response to a local reporters request for information. A response was submitted, however was not included with the recent article run on the media website.

The Board of directors must ensure that members of Strathclair act in the best interest of the farm. If the board has reason to believe that an individual would not act in the best interest of the farm, we reserve the right to revoke or not approve the membership. It would be irresponsible to continue to allow a member join or continue holding a membership who may act maliciously against the greater benefit of the farm for personal interest/benefit.

Therefore, we as the Board of Directors would like to provide you with the information that was not published.

1. Membership

As per the bylaws, all sustaining memberships and honorary membership must be approved by the board and a resolution is to be set for approval at the Annual General Meeting to accept the member list. The board held a meeting on November 14th, 2021 quorum was met, although not all board members were present. The issues surrounding the late submitted memberships was discussed. Memberships are to be completed prior to October 1st. The membership applications in question were received October 11th and 12th 2021. The resolution was passed during the October 16thAGM.

There are three categories of membership:

- Pony Members (those under the age of 18) generally these are our lesson students
- Sustaining members (pay a nominal fee for membership) this includes boarders, leasers, and/or families and individuals that are involved in the farm and submit a membership form, separate from the lesson forms
- Honorary member (those who have been granted membership, as they are major contributors to the club). The membership to

As for Board nominations, the bylaws state that the board is to review the nominations set forth and determine eligibility.

2. Financials

The Club has shared the financials from our bookkeeper with the membership requesting. The farm has not been required to have audited financial statements completed in the past. Financial commitments are up to date and the Club carries cash reserves to address operational requirements and ongoing maintenance for infrastructure. As part of the new licence of occupation, the Club will share financial information with the City on an annual basis.

3. Fees

Lesson fees were increased in 2021 and boarder rental fees were increased in 2020

The lesson program runs from September to June of each year. In 2019, the cost for the full year was \$1,579. We had hoped to increase that amount for the 2020 year, but with the covid, lockdowns affect lesson availability, the board decided to wait until the 2021 year to make the increase to \$1,849 for the year. This is a total increase of \$270.

We have increased the number of lesson horses from 6-9, so that we can have additional spots open for new riders in the 20/21 year. This would decrease the wait list that has been ever growing over the years of Sault residents interested in beginning lessons.

The cost of inflation across the board has driven the need for the farm to increase lesson fees and boarding fees in order to sustain the farm. Insurance, hay, feed, fuel and lumber has been increased significantly within the last 3 years. These are all necessities in order to sustain the farm and continue to maintain proper care of grounds and horses on site.

Due to the inability to hold enough make up lessons for those lost during the lockdown, the farm had to issue refunds to parents, although generally if a student decides to quite, we are not expected to do so. We understood that doing so could cause minor hardship for the farm (repairs and enhancements would need to be placed on hold), but the board decided that our lesson student's families are also experiencing hardship and proceeded with issuing refunds.

We are happy to report that the increase in fees has allowed us to complete some of these enhancements such as a New Safety wall and added arena footing. This greatly improves rider safety in our indoor arena. The new viewing deck for spectators is a much welcome improvement and we have received much appreciation from our riders and spectators.

4. Fundraising

Strathclair has always been able to benefit from fundraising such as pasta dinners, used tack sales, rummage sales, etc. these funds allow us to make improvements that benefit all members. In 2020, we were not able to hold many fundraising events as the timing of the lockdowns and restrictions made this difficult to organize and prepare.

Strathclair applies for grants each year to employ summer students. We are always looking for additional grants to support farm enhancements and improvements. We will continue to apply when the grants come available that meet our vision and are applicable to the organization.

Donation of time and sweat equity has also played a big part in the success of Strathclair. Our boarders and leasers have donated time and effort each year with work bees, barn jobs, repairs, and overall upkeep. Lesson students have volunteered time in the preparation for shows and many go on to become involved in the Work-to-Ride Program. These efforts put forth by the membership is critical to our success and we want to be sure to highlight this community effort.

We have partnered with a number of community organizations in the past and to present to provide gratis lessons or gratis summer camp opportunities for children and youth in care. Organizations like Children's Aid Society and Nogdawindamin have allowed us an opportunity to give back to the community and be a positive experience for many riders over the years. This would not be possible without our fundraising efforts.

5. Licence of Occupation

That is correct; Strathclair has a lease agreement for the land with the city of Sault Ste Marie. This was a ten-year licence of occupation commencing on January 1st, 2008 and thereafter from year to year as provided in Schedule B of the agreement.

6. Conflict of interest,

Our Board consists of members of the club; this can include any members, including boarders, instructors and staff. There is no stipulation within the bylaws that state otherwise. If a decision needs to be addressed at the board level and an individual board member is in conflict, they would simply state that they are in conflict and would simply remain out of the discussion and subsequent vote.

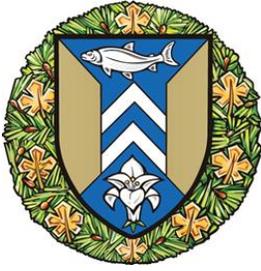
Strathclair Farm offers boarding services to members of the Sault Ste Marie and Algoma area who do not have the means within an urban setting to board a horse on their own property. This is an opportunity for those living within the community to partake in equestrian activity. The lease fees goes towards feed, vet bill, and general horse care. These costs are often more significant than what a leaser generally pays. Some of our boarders have offered free leases in exchange for chores or to ensure that the horse is schooled and ridden more than an owner can provide which is critical to the well-being of the horse. Strathclair does not govern the cost for leasing agreements with the boarders; however, there is a cap of two leases per horse writing within the boarding agreement.

Our boarders that are willing to lease horses to interested people are a great asset to the equestrian community and lesson student who otherwise cannot afford to own a horse. This generous effort has and has been a benefit to the non-lesson community of Sault Ste. Marie as there are many community members who do not have space within the urban setting who cannot purchase or house a horse. Further to this many of our lesson students will use a leased horse during their lessons, shows and clinics, this frees up club horses for other riders to participate. Many of our boarders can assure that the regular care, medical care and feed costs are much higher than what they generate in revenue from their lease agreements with riders.

In closing, Strathclair Farm and the Board of Directors look forward to continuing to serve the all ages of the Equestrian community of Sault Ste. Marie and will continue to provide residents with access to Pony Club, boarding stables and paddocks, indoor arena availability, lessons, rider and horse development clinics.

Sincerely,

Strathclair Farm Board of Directors



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

January 31, 2022

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

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

DEPARTMENT: **Community Development and Enterprise Services**

RE: **Crime Stoppers Outside Agency Grant Agreement 2022**

PURPOSE

The Sault Ste. Marie Crime Stoppers Agency Grant Agreement for 2022 is provided for Council approval.

BACKGROUND

At a Council meeting dated February 8, 2021 the following resolution was passed.

Outside Agency Grant Agreements 2021

The report of the Director of Community Services was received by Council. The relevant By-laws 2021-30, 2021-31, 2021-32, 2021-33, 2021-34, and 2021-35 are listed under item 11 of the Minutes.

Funding for the Crime Stoppers outside agency grant was approved in the 2022 Operating Budget held on the second night of budget deliberation December 7, 2021. The annual funding agreement sets out the activities and/or services eligible for funding, how the funds will be flowed, and the reporting requirements.

ANALYSIS

The Crime Stoppers annual funding amount is provided below. In 2021, a number of new reporting requirements were added as a condition of funding. Reporting metrics for 2022 can be found under Schedule C of the agreement under the related by-law located elsewhere on the agenda. No change in reporting requirements are recommended for 2022.

Organization	Funding Amount-2022
Sault Ste. Marie Crime Stoppers	Funding \$25,000

FINANCIAL IMPLICATIONS

Funding for the Crime Stoppers outside agency grant has been approved in the 2022 Operating Budget.

STRATEGIC PLAN / POLICY IMPACT

The Outside Agency Grant Agreement aligns with the Strategic Plan Value: Accountability and Transparency.

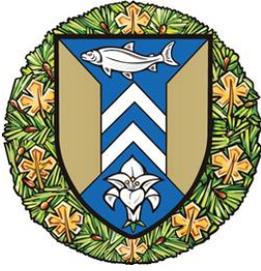
RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2022-14 and agreement are listed elsewhere on the Agenda and are recommended for approval.

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
COUNCIL REPORT

January 31, 2022

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

PURPOSE

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

BACKGROUND

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

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

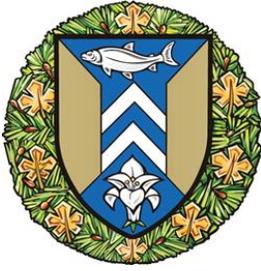
It is therefore recommended that Council take the following action:

By-law 2022-25 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Nicole Maione'.

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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Steve Araba, Coordinator Local Immigration Partnership
DEPARTMENT: Community Development and Enterprise Services
RE: LIP Update

Purpose

The purpose of this report is to provide City Council with an update on the activities of LIP and an overview of projects planned for 2022.

Background

The Local Immigration Partnership is a federally funded initiative of the government with a focus to attract, support and retain newcomers, immigrants in some regions with directives to coordinate and seek to meet their unique needs in local economy, including: community infrastructure, social connection and inclusion, employment and business development, education and training, and community development.

This is critical to the future of our community;

This report outlines the activities and developments of the Local Immigration Partnership that have occurred since January 2021.

Analysis

Despite the challenges brought on by the pandemic over these past few years, LIP is looking forward to supporting and creating a more equitable, inclusive and welcoming community for all. As per our updated strategic framework, our focus will be on but not limited to projects supporting social inclusion and integration, employment and business development. While also focused to create more awareness and understanding around cultural acceptance and differences.

Attachment A provides LIP Strategic Framework for Council Review, and a presentation (Attachment B – LIP City Council Presentation) is also included.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact

This item aligns with the Corporate Strategic Plan in multiple focus areas. The implementation mirrors the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration, also in ‘Community Development and Partnership’ identifying priorities of creating social and economic activity and develop partnerships with key stakeholders.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Coordinator, Local Immigration Partnership dated January 31, 2022 concerning an update for the Local Immigration Partnership presentation be received as information.

Respectfully submitted,

Steve Araba
Coordinator, Local Immigration
Partnership
705.759.5896
s.araba@cityssm.on.ca



*SAULT STE MARIE AND AREA
LOCAL IMMIGRATION PARTNERSHIP*

STRATEGIC FRAMEWORK

2021-2025

*CREATED BY:
STEVE ARABA, COORDINATOR
MANISHA DAVE, ADMINISTRATIVE RESEARCHER*

Purpose Statement

The Sault Ste. Marie and Area Local Immigration Partnership (SSMLIP) was established in 2009 under the stewardship of the Corporation of the City of Sault Ste. Marie with the intent to **bring together** service providers, settlement agencies, community groups, employers and other key organizations across the municipality to **create a welcoming and inclusive community for all newcomers.**

A community that is engaged, welcoming, inclusive, and connected.

Funded by Immigration, Refugees and Citizenship Canada (IRCC), LIP's are a Canada wide project to increase **newcomer engagement** at a local level.

This is an updated strategic framework for SSMLIP, which we believe encapsulates the overall vision and direction for the LIP in the next 4 years (2021-2025).

Guiding Principles:

- Creating a safe, welcoming and inclusive community where all cultures and individuals are treated with respect
- Identify and Bridge Service Gaps through collaborative efforts
- Engaging and Encouraging community participation
- Providing equal opportunities for Social, Economic and Cultural growth

Acknowledgments

We (Sault Ste. Marie and Area Local Immigration Partnership) would like to acknowledge that we are in Robinson-Huron Treaty territory and that the land on which we live and work is the traditional territory of the Anishnaabeg, specifically the Garden River and Batchewana First Nations, as well as Métis People.

As newcomers, we recognize the Metis, First Nations and Inuit peoples of Canada as the traditional stewards of this land. Additionally, we recognize their traditional ways of life and their ties to the land.

As we welcome more newcomers to this land, it is important to look back and acknowledge the dark history of this country and the struggles faced by its original inhabitants.

Acknowledging the land we've built our lives on is a small but important step towards reconciliation between Canada's Indigenous Peoples and those who came later.

Sources:

Lukey, J. (2017) Properly acknowledging Treaty 7 territory, The Calgary Herald
Acknowledgement of Traditional Indigenous Territories, The University of Calgary



Area of Focus: Social Inclusion

GOALS

The SSMLIP's focus is to Reduce Social Isolation and Increase Social Participation

- Strengthen connections between newcomers and host community
- Increase involvement between newcomers and the community
- Increase intercultural understanding
- Presence of diverse religious organizations
- Provide social and cultural engagement opportunities
- Positive media portrayal and stories regarding immigrants, immigration and diversity

STRATEGIES

- Increased Cultural Programming and Activities for Newcomers
- Partnership with local media to increase cultural representation and engagement
- Increased awareness on intercultural differences
- Support activities and events by recognized Cultural Groups, Associations and Fora
- Share Newcomer Stories and highlight Newcomer impact in the community
- Continue awareness campaigns and address racial discrimination issues
- Collaboration with Welcome2SSM to develop a communication/engagement platform for newcomers

Area of Focus: Employment

GOALS

The SSMLIP's focus is to Improve Employment Outcomes for newcomers

- Promote the benefits of hiring immigrants and enhance employers' understanding of foreign experience and credentials.
- Increase mentorship, networking, co-ops, work experience and volunteer programs, initiatives and placements for immigrants
- Improve understanding of newcomers' needs in relation to attaining meaningful and sustainable employment in Sault Ste. Marie

STRATEGIES

- Education and Awareness for employers in the community on Immigrants, Immigration, Rural and Northern Immigration Program (RNIP) and other programs by IRCC
- Engagement in strategic partnerships to address labor shortages in the community through newcomer hiring
- Using social channels to promote local employment opportunities and supports
- Support newcomers to improve language capacity in English and French
- Recognition campaign to celebrate workplace diversity, contributions and employer practices



Area of Focus: Business Development

GOALS

The SSMLIP's focus is to improve Entrepreneurial and Business Outcomes for newcomers

- Identify barriers and challenges faced by Immigrants in Business
- Develop a sustainable ecosystem for Immigrant Entrepreneurial Endeavors
- Increased awareness, information and resource supports for budding entrepreneurs
- Identify and support immigrant home businesses to expand and grow
- Encourage, Support and Retain newcomers in the community through business development

STRATEGIES

- Develop easy, accessible entrepreneurial programming for Immigrants
- Connect entrepreneurs with informational supports and financial aids if available
- Explore possible funding streams for immigrant businesses
- Engage partners to support new business research, planning and marketing
- Organize events and activities that will promote, support and facilitate business development, growth and sales
- Engage established businesses to mentor and support newcomers in business
- Campaigns to celebrate and recognize immigrants in business and their contributions

Area of Focus: Integration Support

GOALS

The SSMLIP's focus is to enhance Settlement and Resettlement Support for newcomers

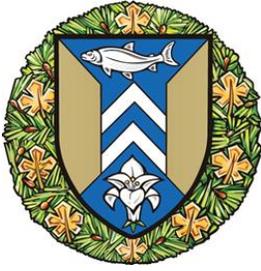
- Smooth transition, support and retention of newcomers in the community
- Integration of existing Francophone services and identification of service gaps
- Foster Independence and Self Sufficiency within newcomers and cultural groups
- Integration and Inclusion through Sports, Food and Cultural Programming
- Increased newcomer engagement through the Newcomer Advisory Committee
- Increased awareness for Service providers directly working with newcomers

STRATEGIES

- Develop LIP website for a one stop experience and easily accessible information
- Strategic programming with Francophone Service Providers and Local Settlement Service Providers
- Restructure Newcomer Advisory Committee and Coalition of Inclusive Municipalities, map out agenda & goals and actionable steps to achieve them
- Partnerships to support culturally inclusive sports programming
- Cross Cultural Awareness campaign for service providers working with newcomers

Activities and Programs

- Welcoming and Introducing Newcomers to the community through community events, social groups and media campaigns
- Engaging and Collaborating with Cultural Groups to celebrate cultural festivals and holidays
- Partnering with Sault Community Career Centre to develop programming to assist with language development and employment
- Collaborating with Economic Development Corporation to develop a entrepreneurship training/mentorship program for newcomers
- Engaging local entrepreneurs to mentor and guide newcomers interested in starting a business in the community
- Campaign to celebrate workplace diversity
- Faces Project, an artistic approach to showcasing cultural diversity and immigrants in the community



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Hazardous and Special Products – Sault Ste. Marie Depot

Purpose

The purpose of this report is to update Council on O. Reg. 449/21 – Hazardous and Special Products and the effects of it on the collection and disposal of these products in Sault Ste. Marie. Staff request approval to negotiate with the PROs (which is a business established to contract with producers to provide collection, management and administrative services to help producers meet their regulatory obligations under O. Reg. 449/21).

Background

On April 12, 2018, the Minister of the Environment, Conservation and Parks directed Stewardship Ontario ('SO') to wind up the Municipal Hazardous or Special Waste (MHSW) Program to enable the transition of hazardous or special materials to the individual producer responsibility ('IPR') regulatory framework outlined in the Resource Recovery and Circular Economy Act, 2016 ('RRCEA'). The Resource Productivity and Recovery Authority ('RPRA') is the regulator mandated by the Government of Ontario to enforce the province's circular economy laws.

The IPR regulatory framework makes producers accountable for their products and packaging once consumers are finished with them; sets mandatory and enforceable requirements for resource recovery; and gives producers choices for resource recovery services in a competitive market.

The operation of the MHSW Program for all designated materials under the Waste Diversion and Transition Act, 2016 ('WDTA') ceased on September 30, 2021, and on October 1, 2021, the Hazardous and Special Products ('HSP') Regulation came into effect.¹

Producers of the following categories of materials are individually accountable and financially responsible for requirements as set out under the HSP Regulation.

Category A

- *Oil filters*
- *Non-refillable pressurized containers*

Category B

- *Refillable pressurized containers*
- *Antifreeze*
- *Oil containers*
- *Paints and coatings*
- *Solvents*
- *Pesticides*

Category C

- *Mercury-containing devices*
 - *Barometers*
 - *Thermometers*
 - *Thermostats*

Category D

- *Fertilizers*

Category E

- *Refillable propane containers¹*

The producers of the categories of the material noted above are then working with PRO's to provide for the collection, management and administration services associated with this regulation. We understand that at least one collection location must be within our City. As of the Fall, 2021 Staff understand that there are at least nine (9) PROs that would potentially be responsible for this material for the various producers.

Council is aware of the establishment of the City's HSP depot located at the Fifth Line landfill site which seasonally serves approximately 6500 vehicles per year. Staff anticipate that we will be approached by the PROs to collect and package the various designated material categories included and noted above. Although the effective date was October 1, 2021 we have had minimal interest expressed by PROs for certain categories. We also collect more than just the categories included in this legislation.

We also are aware that the PROs are in the process of negotiating the first contracts with some of the larger jurisdictions and that those contracts will then be used for the City of Sault Ste. Marie and other municipalities throughout the Province.

Ultimately, for the 2022 season staff recommend providing a similar level of service as in the past and commit to working with the Finance and Legal Departments to seek as optimal funding/payment for that service, as possible.

For Council's information, at budget deliberation time we sustained the budget for the operation of the facility and the transport of the material and we included a similar level of revenue as recent years. In the last couple of years, we have not exceeded our budget – with approximately 1/3rd of our expenses covered by funding/revenue.

¹ <https://rpra.ca/programs/hazardous-and-special-products/municipal-hazardous-or-special-waste-program-wind-up>

Analysis

As with other new legislations and the whole process of waste diversion transition to producers in Ontario, staff have made every effort to participate in information sessions on this topic. However, we do remain uncertain as to the exact affect operationally and financially at this time.

Staff recommend continuing with the operation of the HSP Depot for 2022. Our season this year will commence on April 19th and cease on October 22nd. Our waste transporter contract will be extended for one (1) year as per Council approval on 12 10 2018 to provide this service and liaise with industry experts.

We seek approval to negotiate with the various PROs for payment of the service the City of Sault Ste. Marie provides in association with the designated material categories. For Council's reference, collectively the material categories have resulted in approximately \$50,000 of funding per year historically as funding is based on volumes collected.

Financial Implications

At this point in time, staff anticipate the operational expenses and revenue to be similar as in past years. The Operational budget and the payment from the PRO's is anticipated to be similar as to the current funding level from Stewardship Ontario and the other previous funders of the various materials. Staff commit to report back to Council at the end of the operational season and/or if any significant financial burdens are realized as the affect of the regulation develops. It is hoped by budget deliberations 2023 a much better understanding of the role of the producers and O. Reg. 449/21 will be possible and be presented.

Strategic Plan / Policy Impact

This is an Operational matter not articulated in the Corporate Strategic Plan although the provision of the service is critical to the citizens of Sault Ste. Marie and the overall health of the environment.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated January 31, 2022 concerning Hazardous and Special Products – Sault Ste. Marie Depot be received and that staff be authorized to enter into negotiations with various PROs for the funding of the various categories of HSP material.

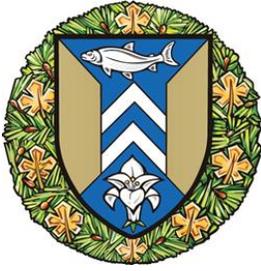
Respectfully submitted,

Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759.5207

s.hamiltonbeach@cityssm.on.ca



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

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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Waste Management By-law – 2022 Update

Purpose

The purpose of this report is to seek Council approval of an updated waste management by-law.

Background

At the meeting of Council dated 2019 04 01, Staff presented By-law 2019-62 for the Control and Management of Waste and Recycling. The intent of that by-law was to reflect the operational and system changes made in the City for the provision of waste management collection (ie. use of roll-out carts). Since that approval, Staff have used the by-law to educate and implement a consistent approach for this service throughout the City. Staff have also taken note of items that were issues since that time and this update reflects best the solution to those administrative and operational matters.

A summary of update is as follows:

- Multi-family buildings (over 5 units) is no longer regulated by the by-law as the service is private as per the remainder of the Industrial, Commercial and Institutional ('ICI') sector (since January 1, 2021);
- The definition of Owner and Person better align with those included in the Property Standards By-law; and
- Legal has reviewed with careful attention to the ability to enforce common issues occurring throughout the City and assure that this By-law will work in tandem to the Property Standard's By-law and Dirty Yards By-law.

Analysis

As Council is aware, the Province is in the process of transitioning to full producer responsibility with regards to recycling and packaging materials. Once the details of this transition are better understood for the City of Sault Ste. Marie, it is anticipated that the next revision to this By-law will occur.

Staff have tried to incorporate and address in the best possible manner the system and issues known to-date.

It should be noted that there are private property management issues that can not be regulated in this By-law. The *Municipal Act* only allows the City to enact legislation with respect to service delivery components of third party waste collection. An example would be that the City can regulate the time of collection by a private contractor, but cannot regulate the number of weekly pick-ups or surrounding users of any one collection bin. Regarding the number of pick-ups, the City may turn to the property standard by-law if waste is accumulating, or in the case of unauthorized use of a bin, suggest a lock be place on the bin to control its users.

Both Waste Management Staff and the Legal Department work to address concerns as they are brought to our attention with approximately 925 work orders in 2021.

Financial Implications

The topic of this report has no financial impact to the City.

Strategic Plan / Policy Impact

This is an Operational and Legal matter not articulated in the Corporate Strategic Plan. This By-law does provide a tool for the consistent provision of the waste and recycling service for residents.

Recommendation

It is therefore recommended that Council take the following action:

By-law No. 2022-24 is listed in elsewhere on the Agenda and is recommended for approval.

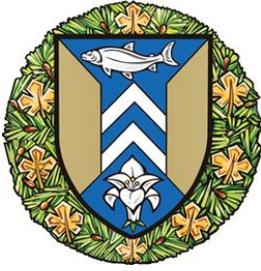
Respectfully submitted,

Susan Hamilton Beach, P. Eng.

Director, Public Works

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The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P.Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Update on Blue Box Transition to Full Producer
Responsibility

Purpose

The purpose of this report is to explain the impacts of Regulation 391/21 effective June 2021, recent developments of the provincial Blue Box program and to highlight potential concerns that may specifically impact our municipality. Staff also seek approval to begin negotiating a one year extension with GFL, our current contract provider for the collection and processing of recyclable materials.

Background

Please note that much of this report and attachments have been provided by the Continuous Improvement Fund ('CIF') to assist municipal staff in communicating this topic to various stakeholders including Councils.

Ontario is in the midst of a fundamental transition of its waste diversion programs. The existing framework which provides industry funding to reimburse a portion of municipalities' Blue Box costs, will move to a full producer responsibility model where industry will be wholly responsible for the cost and operations of designated diversion programs. This change affects existing programs that deal with Blue Box materials, tires, electronics and hazardous waste. These programs are, already, in varying stages of transition (ie. the tire program and the hazardous waste program has already transitioned). The focus of this report shall be the Blue Box transition.

A detailed description of the recent and historical changes to the Blue Box program is provided in Attachment A, as well as a glossary of relevant stakeholders and terms.

Public Works staff have participated in a number of information sessions regarding this matter to better understand the potential areas that the municipality may be impacted with this report briefly describing those impacts.

Analysis

Under the existing Blue Box Program Plan, municipalities with a population over 5,000 are required to provide Blue Box services and producers of printed paper

and packaging are obligated to co-fund up to 50 per cent of the program. They are obligated to register with, and are represented through, an organization called Stewardship Ontario. Under this system, **municipalities** have the autonomy to decide how their individual programs operate.

After the program transitions, **producers** will determine how the Blue Box program operates in Ontario and be responsible for the cost to the extent that the regulation(s) require. Municipalities will no longer be obligated to provide collection and processing services. It is expected, however, that municipalities will be approached by producers to continue to provide services under contract to the producers. Instead of receiving funding, participating municipalities, would be paid a set fee to provide the service.

Under the new regulation(s), producers are expected to have the autonomy to re-design and make changes to the Blue Box program to ensure they can meet **their** regulatory obligations. The Province has clearly stated that the transition must not negatively impact recycling services, with the specifics of this goal is determined by the regulation(s). It is anticipated that there will be changes to individual municipal programs, as producers work to create a common system across the province.

Staff have been engaged in the consultation process and have provided input on components of the regulation such as diversion targets, materials collected, accessibility and service levels. Staff are gaining a better understanding and are working to mitigate the effects of the changes on our community and protect our landfill capacity. Changes and potential impacts to the City are detailed below.

Producers may organize under multiple PROs to deliver Blue Box services

Producers are the brand owners, first importers or franchisors of printed paper and packaging. They are currently represented by Stewardship Ontario, which is a Producer Responsibility Organization (PRO). After the Blue Box program transitions, producers will no longer be required to organize under a single umbrella organization. Each producer will be responsible for meeting their own obligations, under what is termed as *Individual* Producer Responsibility. Producers may choose, however, to organize under one or multiple PROs that will be responsible for delivering Blue Box services across Ontario in a way that meets the requirements Regulation 391/21. Under this regulation(s), they have the right to determine aspects of the Blue Box program, such as who provides collection service, the containers that are used, the frequency in which they are collected, the materials that are accepted, and where the materials are sent for processing, unless otherwise prescribed in the regulation.

Transition for Sault Ste. Marie is planned in 2023

Producers and municipalities have been given two years to prepare for the responsibility of the program to transfer *from* municipalities *to* producers. Council supported Staff's recommended date of transfer for Sault Ste. Marie as September 30, 2023 at its meeting on June 8, 2020 with this approved by the MECP. The City's current contract with Green For Life ('GFL') ends as of September 30, 2022. An extension of the existing contract with GFL makes the best sense from a continuity of service perspective for the time period of October, 2022 to the transition date.

Province wide, Municipalities are transitioning between 2023 and 2025 with approximately one-third of the total Blue Box tonnage being transitioned each year. We understand dates for municipalities were selected based on clusters of geographic proximity, cost-effectiveness or operational logistics, readiness for transition (ie. expiry of contracts or ability to end contracts early), or other factors.

Existing Contract

The timing of existing contracts for collection and processing of Blue Box materials may or may not align with the transition date for municipalities. Given our contract with GFL expires on September 30, 2022 as described above - an extension is required to maintain continuity of services. It is recommended by Staff that a one year extension be negotiated. Staff request Council approval to begin those negotiations and work with Purchasing to develop the terms of that extension with GFL. This, in accordance with the Purchasing By-Law for approval of Change Order to Approved Contract as extension until transition date, and Single Source to GFL in the best interest of the City for reasons stated within.

Service Level – Designated Materials and Points of Collection

It is Staff's understanding that the Province's intent is that transitioning the Blue Box to full producer responsibility must not negatively impact the recycling services the people of Ontario use every day. However, the regulation outlines the level of autonomy producers will be given to achieve a common, cost effective system. The producers have the right to determine what the collection system looks like to meet their regulatory requirements and may not be willing or obligated to compensate municipalities to provide the level of service currently offered.

Attachment B to this report is a graphic illustration of those materials we understand will be collected in the new Blue Box program. Important to note is there shall be additional materials including single use plastics following transition.

It is also understood that the City currently provides collection services to those Industrial, Commercial and Institutional properties that meet our curbside limits and that producers under Regulation 391/21 are not required to collect at:

- Industrial or commercial properties;
- Business Improvement Areas (BIAs);
- Commercial farms;
- Places of worship;
- Weekend campgrounds (without permanent or seasonal households);
- Commercial properties along residential routes;
- Public facing areas of municipal buildings or facilities (e.g., libraries, arenas); and
- Not-for-profit organizations.

As the details of the producers common collection system is better understood, the City may make alternative arrangements for the provision of recycling services to these customers and/or the producers may or may not compensate the municipality for this service.

Municipal Assets and Local Jobs

The City of Sault Ste. Marie does not understand this to be a significant implication for us as we do not have recycling program assets which may/may not be contracted for use by the producers. We understand that for those municipalities with vehicles, depots, material recovery facilities, etc. the municipalities will be allowed to bid fairly on providing this service to producers. However, it is anticipated that they may be required to bid below their actual operating costs in order to continue to be the provider of Blue Box services or risk having stranded or redundant assets.

Given the municipality currently contracts out our recycling services to GFL and due to our City's remoteness, we do not anticipate localized jobs will be lost. However, once again as the producers and PRO's define the program this will be better understood.

Access to other methods of collection

The regulation maintains Blue Box collection as an essential part of the system, but also allow producers the flexibility to collect some packaging through other methods. Other means of collection, such as regional depots or return-to-retailer, could be possible for some materials in the future and could impact service levels. These details are not yet known.

Communicating changes

When transition occurs, there will be a need to effectively communicate the changes to residents of the municipality. It is expected that there will be a spike in resident inquiries in the weeks directly preceding and following transition.

Staffing levels and/or resources to ensure the transition is successful will be addressed as details are better understood throughout 2022 and 2023.

Landfill Capacity

It is expected that producers will make every effort to ensure the success of the new program. Diversion targets have been established in the regulation, however, as program operation will not be in the control of the municipality there is the concern that recyclables will end up in the municipal garbage stream, increasing costs and taking up valuable landfill capacity. The regulation also addresses an effective enforcement system to protect landfill capacity.

Summary

The City of Sault Ste. Marie has met initial reporting deadlines of the initial report submission of September 30, 2021 and our Transition Report was due the same day based on our transition date being within the calendar year of 2023. We understand that information will help the producers with their upcoming program decisions.

The considerations above are a fairly comprehensive list of those concerns and details that remain to be determined. There are many ways this transition could impact municipalities, and the full affect will not be known until much later in the transition process. As key decisions and details are made by the producers and the PROs Staff will provide update reports to Council.

Financial Implications

The extent of financial implications of transitioning the City's existing Blue Box program to a new full producer responsibility model are not yet known. As the common collection system and processing options are being developed by producers and their PROs, the City may choose to provide additional services and may not be compensated for doing so. We may also enter into agreement for aspects of service provision (ie. contract administration, carts, etc) while at this point we do not know interest and/or those details. We continue to participate in information sessions to better understand what the future Blue Box program will be for Sault Ste. Marie. As financial implications are understood they will be reported to Council.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated January 31, 2022 be received as information; and furthermore that Staff enter into negotiations of a contract extension with Green For Life for the collection and processing of

Blue Box Transition to Full Producer Responsibility

January 31, 2022

Page 6.

recyclable materials for the period of time of the existing contract termination until the transition date.

Respectfully submitted,

Susan Hamilton Beach, P. Eng.

Director, Public Works

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Appendix A: The Ontario Blue Box Program

Timeline

- 1981** The world's first curbside recycling program debuted in Kitchener, Ontario.
- 1994** Ontario Regulation 101/94 under the Environmental Protection Act set out requirements for municipalities with a population of at least 5,000 to establish and operate curbside Blue Box programs.
- 2002** The Waste Diversion Act (WDA) formalized financial support by requiring producers of printed paper and packaging managed by the Blue Box program to fund up to 50% of municipal net operating costs. **Waste Diversion Ontario (WDO)** was established as a non-crown corporation to develop, implement and operate waste diversion programs, including Blue Box. **Stewardship Ontario (SO)**, was created as an industry organization to represent producers and to develop the Blue Box Program Plan.
- 2003-17** Changes in packaging of consumer goods, including the use of less glass, lighter plastics and more difficult to recycle plastics, as well as a decrease in newspapers distributed, has impacted the Blue Box program. According to a report from the Special Advisor on Recycling and Plastic Waste, adjusting for inflation, the average cost of recycling a tonne of Blue Box materials increased by 50 percent from 2003 to 2017.
- 2016** The Waste-Free Ontario Act is passed and repeals the former WDA and enacted the Resource Recovery and Circular Economy Act (RRCEA) and the Waste Diversion Transition Act (WDTA). The RRCEA introduces a framework where producers are given full responsibility for the management of post-consumer waste from their packaging. Under this act, the WDO is replaced by a new organization, **Resource Productivity and Recovery Authority** (the Authority).
- The legislation also affects existing diversion programs for tires, electronics and hazardous waste, all of which are at varying degrees of transition and allows for the creation of new programs.
- 2017** The Minister of the Environment and Climate Change directed the Authority and SO to jointly develop a proposal for an amended Blue Box Program Plan (a-BBPP). A draft was developed and two phases of consultations were completed. A final proposal was never submitted to the ministry.
- 2019** In June, the Province appointed a Special Advisor on Recycling and Plastic Waste, David Lindsay, to provide advice on how to improve recycling through the Blue Box Program and better manage plastic pollution. Mr. Lindsay facilitated meetings between representatives of the municipal and producer sector to provide input. In July, the report was released, titled "Renewing the Blue Box: Final Report on the blue box mediation process".

In August, the Ministry announced that it provided SO direction to begin planning to transition Ontario's Blue Box Program to full producer responsibility.

2020 Stewardship Ontario is to submit a plan to the Authority by June 30, 2020. It is expected that the Authority will approve the plan by December 31, 2020.

2023-25 The first communities will be transitioned beginning January 1, 2023, with the entire province operating under the new framework by December 31, 2025.

Glossary

Ministry of Environment, Conservation and Parks (MECP) is the ministry responsible for administering all the relevant legislation, including the Waste Diversion Transition Act, and the Resource Recovery and Circular Economy Act.

Producer Responsibility means producers are responsible for managing and paying for the life cycle of their products and packaging. Producer responsibility is based on the idea that the companies that design, create and market products and packaging are in the best position to reduce waste or increase resources that can be recovered from their products.

Extended Producer Responsibility refers to expanding the portion of program costs that producers are required to fund.

Full Producer Responsibility refers to producers being responsible for both funding and operating.

Individual Producer Responsibility refers to producers having a choice in how they meet requirements. They can collect and recycling products and packaging themselves, or contract with producer responsibility organizations (PROs), to help them meet their requirements.

Resource Productivity and Recovery Authority (RPRA or the Authority) is a regulatory body that is playing a critical role in supporting the transition towards a circular economy and a waste-free Ontario. RPRA receives authority from the Waste Diversion Transition Act, 2016 (WDTA) to oversee the current waste diversion programs and their eventual wind up. RPRA also receives authority from the Resource Recovery and Circular Economy Act, 2016 (RRCEA) to enforce individual producer responsibility requirements for managing waste associated with products and packaging.

Stewardship Ontario (SO) is a Producer Responsibility Organization (PRO), funded and governed by the industries that are the brand owners, first importers or franchisors of the products and packaging materials managed under the Blue Box and Orange Drop program. SO collects fees from industry stewards, which help to pay for the costs of collecting, transporting, recycling and safely disposing of waste across the province. Stewardship Ontario operates under the authority in the Waste-Free Ontario Act, 2016 and is accountable to RPRA.

The Continuous Improvement Fund (CIF) is a partnership between the Association of Municipalities of Ontario (AMO), the City of Toronto, Stewardship Ontario (SO), and the Resource Productivity and Recovery Authority (RPRA). The CIF's mandate is to improve the effectiveness and efficiency of Ontario's municipal Blue Box program, through the provision of funding, technical support and training to aid municipalities and program stakeholders in the identification and development of best practices and technological and market-based solutions.

Waste Diversion Ontario (WDO) was a non-crown corporation, established by the Waste Diversion Act in 2002, with a mandate to develop, implement and operate recyclable waste diversion programs by establishing industry funding organizations and overseeing the development and operation of waste diversion programs. It has now been replaced by the RPRA.

Designated Materials

All of these:



At least two of these:



Varies by Municipality

(O. Reg. 101/04: Schedule 1)

Packaging, Paper Products, & Packaging-like products:



✓ Typical "blue box packaging" items, made of paper, glass, metal or plastic

✓ Printed and un-printed paper (newspaper, magazines, flyers, office paper)



✓ Single-use products used for consumption (e.g., straws, cutlery, plates)



✓ Single-use products used for containment (e.g., aluminum foil, plastic bag)

Consistent across the Province

(O. Reg. 391/21 s. 2)

Designated Materials

Each material will be assigned a category:



Beverage Containers
(including made of glass, paper, metal or plastic)



Glass



Flexible Plastic



Rigid Plastic



Metal

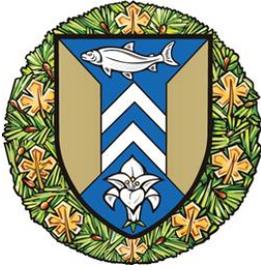


Paper



Certified compostable products & packaging
(included for registration and reporting purposes, with no requirement to collect)

(O_Reg 391/21 s. 2)



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

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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: 2022 Capital Transportation Program – OCIF Grant

Purpose

The purpose of this report is to obtain Council approval to add several supplementary projects to the 2022 Capital Transportation Program based on additional funding announced by the Province under the Ontario Community Infrastructure Fund (OCIF) program.

Background

The City's 2022 annual allocation of OCIF funds was set at \$2,015,000. Those funds were allocated to the 2022 Capital Transportation Plan approved by Council. At the December 6, 2021 budget meeting, the CAO advised Council the Province has announced an additional \$2,503,298 OCIF funding for 2022 to assist municipalities.

Analysis

Engineering staff is recommending these funds be allocated primarily to outstanding active transportation and stormwater projects, with an allowance for additional road resurfacing. Some of the projects can be designed and administered by in-house engineering technical staff; and others will require procurement of professional services. Recommended projects are shown on the attached spreadsheet and summarized as follows:

Pedestrian Crossovers (PXO's):

The City has completed construction of five PXO's across the City and staff has been seeking funding for several more. They provide a safe means for pedestrians to cross low volume arterial or high volume collector streets. It is recommended they be provided at the following locations:

- Pine Street at Pleasant Drive
- Carmen's Way at Albert Street
- Goulais Avenue at Rushmere Drive

Design and contract administration of this work can be completed by in-house engineering staff.

Glasgow Stormwater Pumping Station

The City has one small stormwater pumping station, and 18 small sanitary pumping stations. The sanitary pumping stations have recently been upgraded using sanitary revenue to complete necessary electrical modifications. The Glasgow stormwater station requires the same upgrades but is ineligible under sanitary revenue. A consulting engineer was retained for design and contract administration of the contract for sanitary stations and construction of those improvements has not been finalized at this time. It is proposed to single source the Glasgow station design to the consultant, and a contemplated change order be issued to the contractor to complete the Glasgow PS. If the change order cannot be negotiated for a reasonable cost, then the project can be tendered.

Piping Ravines

From time to time, it is required that the City enclose stormwater flow in ravines in developed neighborhoods. Erosion problems develop over the years that can compound into slope stability issues. There are two locations where this is required:

- Grand Boulevard near Grangemill Road
- Plummer Court

It is recommended that a consulting engineer be procured to design and administer a contract for piping these ravines.

Millennium Court Stormwater Management

The development of Millennium Court included a stormwater management pond at the outlet of the storm sewer for stormwater quality. There is an Environmental Compliance Approval from the Province for its operation. The high rate of flow and the speed of water at the storm outlet resulted in chronic erosion and the problems were such that the pond could not operate as originally designed. The City has since completed erosion protection for the outfall, with a view to managing the water quality component by alternative means to fulfil the City's responsibility under the original environmental compliance approval.

It is proposed that an appropriately sized pre-packaged oil grit separator be constructed in place of the manhole upstream of the outfall. It is recommended a consultant be procured for design and contract

administration. An application for an amendment will be submitted to the Ministry with respect to altering the water quality components.

Culvert Replacement (Fourth Line east of Old Goulais Bay Road near Civic 340)

This culvert has outlived its serviceable life and requires replacement. Issues have arisen that have required temporary repairs by Public Works to maintain water flow. It is recommended that an engineering firm be procured for design and contract administration.

Asset Management

Municipalities in Ontario are required to prepare an asset management policy and plan in accordance with Ontario Regulation 588/17 (as amended by Ontario Regulation 192/21) under the Infrastructure for Jobs and Prosperity Act. Efforts are underway in order to meet the upcoming key milestone related to core municipal infrastructure, the deadline for which is July 1, 2022. The deadline for the next milestone related to all other municipal assets is July 1, 2024. OCIF guidelines state that up to \$80,000 can be used for Asset Management. While the cost of meeting the next milestone is not known at this time, it is recommended that \$80,000 of this OCIF funding be allocated for 2022 and the remaining funds, if any, can be recommended in the 2023 budget.

Resurfacing

The miscellaneous construction budget is inadequate to address the resurfacing needs in the City. A request to increase this budget has been submitted for the past few years but has not been approved. An allocation is required in the annual Capital Transportation Program to assist the resurfacing budget for streets in urgent need of a new surface. It is recommended that a portion of these additional OCIF funds be allocated to road resurfacing. It is staff's intention to continue its focus on McNabb Street Resurfacing and Second Line between Korah Road and Allen's Side Road. At the January 10, 2022 meeting, Council approved Second Line as the candidate for NORDS funding.

Financial Implications

The additional OCIF funds will be applied to the supplementary projects of the 2022 Capital Transportation Program. There are no additional funds required from the 2022 budget over and above what has already been approved.

Strategic Plan / Policy Impact

Capital improvements to linear infrastructure align with the infrastructure and asset management components of the strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated January 31, 2022 concerning supplementary Capital Transportation Projects and the additional OCIF funds be received, and that:

the recommended list of projects;

the \$80,000 allocation to asset management; and,

single sourcing design to AECOM, and authorization of a contract change order under existing contract 2020-6E if within budget, for the upgrades to the Glasgow stormwater pumping station,

be approved.

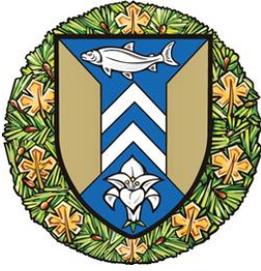
Respectfully submitted,

Don Elliott, P. Eng.,
Director of Engineering
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2022 Capital Transportation Program - Supplementary Project list

Additional OCIF Grant: \$ 2,503,000

Project	Description	Pre-design estimate
Pedestrian Cross-overs (3)	PXO's: Pine@Pleasant, Carmen@Albert, Goulais@Rushmere	
Glasgow Storm PS	Electrical upgrades to stormwater pumping station	
Pipe two ravines	Grand at Grangemill, and Plummer Court - two erosion control and slope stabilization projects	
Millennium Court Stormwater Management	Construct Oil Grit Structure for stormwater quality control	
Culvert Replacement	Replace failing cross culvert on Fourth Line east of Old Goulais Bay Road - near Civic 340	
Asset Management - Phase II	Reg 588/17 Phase II consulting costs	
Resurfacing	Various Streets	
		Total \$ 2,500,000



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: Fuel Agreement Renewal between DSSMSSAB and the
City of SSM

Purpose

The purpose of this report is to seek Council approval to renew the Fuel Agreement between the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) and the City of Sault Ste. Marie. The agreement will enable Emergency Medical Services (EMS) to continue to utilize the existing fuel supply located at Fire Services.

Background

The City of Sault Ste. Marie was the contract service provider of Land Ambulance (EMS) since 2002. As EMS was part of Fire Services, all fleet vehicles utilized the fuel supply located on City of Sault Ste. Marie properties (Fire Stations) to fuel emergency vehicles. EMS has transitioned to the DSSMSSAB as of January 1, 2020. A formal Fuel Agreement was required between the City and DSSMSSAB in order for EMS to continue to fuel their vehicles at the Fire Stations. The Agreement and is found elsewhere on the agenda.

Analysis

As part of the transition of the Land Ambulance (EMS) to DSSMSSAB a series of meetings took place between senior staff within the Corporation of the City of Sault Ste. Marie and the DSSMSSAB. It was determined that for efficiencies in the deployment of EMS vehicles maintaining access to the fuel supply located at Fire Services would be the most appropriate method for re-fueling. This has been the past practice since 2002.

Financial Implications

Fire Services administration will invoice the DSSMSSAB on a bi-weekly basis. There is no additional cost to the DSSMSSAB for the fuel, however there is an administrative fee for tracking, invoicing and payment accompanied within the fuel agreement. In 2021 DSSMSSAB (EMS) was billed \$98,714 for fuel and administration recovery was \$9,871.

Fuel Agreement Renewal between DSSMSSAB and the City of SSM

January 31, 2022

Page 2.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law #2022-23 is listed under item 11 on the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

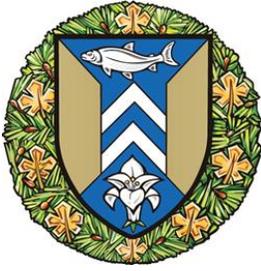
A handwritten signature in black ink, appearing to read 'Peter Johnson', written in a cursive style.

Peter Johnson

Fire Chief

705.949-3333

p.johnson@cityssm.on.ca



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

COUNCIL REPORT

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: Supra Box Agreement Renewal

Purpose

The purpose of this report is to seek Council approval to renew the agreement for the use and responsibilities of the Supra Box Key System between the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) and the City of Sault Ste. Marie (City). This agreement is specifically for Fire Services and Emergency Medical Service (EMS)..

Background

The City of Sault Ste. Marie was the contract service provider of Land Ambulance (EMS) since 2002. Fire Services is in possession of a number of keys to Supra Boxes installed by property owners at various locations and residences within the City of Sault Ste. Marie. This facilitates prompt access to such buildings in the event of an emergency. Fire Services had equipped particular fire vehicles and land ambulance vehicles with a Supra Box key to utilize, if necessary, in its response to an emergency; Paramedic Services has requested permission to retain those keys assigned to land ambulance vehicles since its provision of land ambulance services.

As EMS was part of Fire Services, the Supra Box program did not require an agreement. Since EMS transitioned to the DSSMSSAB on January 1, 2020, a formal Supra Box Key Agreement was required between the City and DSSMSSAB. This agreement establishes the responsibilities and covers liabilities for each individual stakeholder. The Agreement and By-law are found elsewhere on the agenda.

Analysis

As part of the transition of the Land Ambulance (EMS) to DSSMSSAB, a series of meetings took place between senior staff within the Corporation of the City of Sault Ste. Marie and the DSSMSSAB. It was determined that for efficiencies in the deployment of both Fire and EMS Services, the Supra Box program should continue in the same manner that historically has been in place. The Supra Box Key System provides access to registered properties within the City of Sault Ste. Marie

Supra Box Agreement Renewal

January 31, 2022

Page 2.

Financial Implications

There are no financial implication contained in this report

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law #2022-21 is listed under item 11 on the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

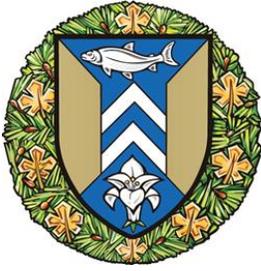


Peter Johnson

Fire Chief

705.949.3333

p.johnson@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie
C O U N C I L R E P O R T

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Lauren Perry, Community Emergency Management
Coordinator
DEPARTMENT: Fire Services
RE: Extreme Cold Warning Notification Process

Purpose

This report is in response to a Council resolution regarding the Extreme Cold Warning Notification Process.

Background

On January 20, 2020, Council passed the following resolution seeking information on updates to the City's Cold Weather Notification Policy:

Whereas in the last days of 2019 and first days of 2020, the City of Sault Ste. Marie experienced extreme weather that led to extended loss of power, and

Whereas during the extended power loss, the temperatures were relatively mild, resulting in the cold weather warming shelter plan not being triggered, and

Whereas the staff at the City of Sault Ste. Marie recognized the need for a warming shelter despite the relatively mild weather, and in partnership with the Water Tower Inn, provided a space for community residents to find warmth, and

Whereas the situation experienced in the last days of 2019 and the first days of 2020 identified the need to an update to the City of Sault Ste. Marie's warming shelter plan;

Now Therefore Be It Resolved that staff review the warming shelter plan currently in place and recommend the necessary adjustments based on the needs of the community that have become evident as a result of recent events.

Analysis

The intent of the Extreme Cold Weather Notification Process is for frontline staff to have information about cold-related health effects and recommend preventative and protective measures for the public such as seeking shelter. This process mirrors what Ontario comparators have also put into place to ensure vulnerable groups are informed when temperatures drop to extreme levels. During extreme

Extreme Cold Warning Notification Process

January 31, 2022

Page 2.

cold, vulnerable groups would be informed/ encouraged to access existing supports provided through Social Services. Extreme cold occurrences differ from extreme heat in our area as the majority of residents have access to shelter to seek protection during the cold, whereas not as many residents have access to air conditioning to protect themselves during extreme heat.

When looking at situations such as the extended power loss that occurred in the last days of 2019 and the first days of 2020, the framework for that response is directed by the City of Sault Ste. Marie's Emergency Response Plan. This plan as required by the Emergency Management Civil Protection Act, "governs the provision of necessary service during an emergency in which employees of the municipality and other persons will respond to the emergency". Specifically, to this scenario, City of Sault Ste. Marie Evacuation Plan, which is based on a guideline provided from the Ontario Ministry of the Solicitor General.

The Evacuation Plan outlines a rational process for evacuation decision making and response to ensure that evacuations are conducted safely, effectively and efficiently. This plan addresses limitations, real-time threat assessments, response scenarios, transportation, re-entry, roles, vulnerable persons and notifications.

During the extended power outage that occurred, constant communication was maintained with PUC Services Inc. that allowed the level of vulnerability of the impacted individuals to be continuously assessed. Based on details around the recovery of the outage and to maximize the efficiency of local Red Cross volunteers a central shelter was opened as the Evacuation Plan allows with capacity for expansion.

Financial Implications

Not applicable.

Strategic Plan / Policy Impact

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

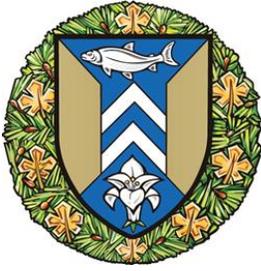
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Community Emergency Management Coordinator dated January 31, 2022 concerning the Extreme Cold Weather Notification Process be received as information.

Respectfully submitted,

Lauren Perry
Community Emergency
705.541.5173
l.perry@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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor, Senior
Litigation Counsel and Peter Johnson, Fire Chief
DEPARTMENT: Legal Department
RE: New Cost Recovery By-law

Purpose

The purpose of this report is two-fold, specifically:

- (a) to request that Council pass By-law 2022-15, being the City's new Cost Recovery By-law Fire Services; and
- (b) to request that Council pass By-law 2022-20, which amends Schedule G to the City's User Fee & Service Charges By-law 2021-224.

Background

On November 30, 2020, Council approved By-law 2020-212 which provided for the recovery of expenses resulting from False Alarms, Natural Gas Leaks with no locate completed and Third Party recoveries for insured perils. Subsequently, a Request for Proposal for the provision of Third Party Cost Recovery services was publicly advertised. Following the consideration of submissions made, the City awarded the contract to Fire Marque Inc. of Thornton, ON. On June 28, 2021, Council passed By-law 2021-134 whereby the City and Fire Marque Inc. entered into an agreement for Cost Recovery Services.

Analysis

In order to pursue cost recovery via the insurance coverage available to a particular property, specific language needs to be added to the By-law. This includes references to the use of Indemnification Technology® in recovery services. Also, the By-law permits the City to adjust "Fire Department Specific Response Fees" to the extent of insurance coverage available. In the event of such an adjustment, the City can still pursue the balance of any outstanding cost recovery fees by adding same along with interest to the tax roll for any real property in the City of Sault Ste. Marie registered in the name of the property owner.

Given the changes, a new By-law is preferred as opposed to an amendment. By-law 2020-212 would remain in effect until By-law 2022-15 is passed, and

New Cost Recovery By-law

January 31, 2022

Page 2.

would thereafter be repealed to ensure continuity of recovery services. Also, Schedule G to the User Fee By-law is updated to reflect the necessary language.

Financial Implications

The new language will afford further opportunities to pursue cost recovery now via insurance coverage available to a property.

Strategic Plan / Policy Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel and Fire Chief dated January 31, 2022 concerning the new Cost Recovery By-law Fire Services be received as information.

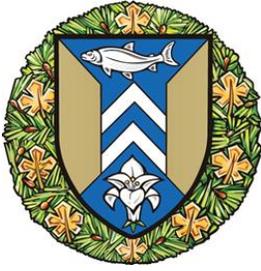
By-law 2022-15 being a by-law to establish cost recovery fees and charges for the provision of specified Fire Services within the City of Sault Ste. Marie appears elsewhere on the Agenda and is recommended for approval.

By-law 2022-20, being a by-law to amend Schedule "G" to the City's User Fee & Service Charges By-law 2021-224 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705-759-5403
m.borowiczsibenik@cityssm.on.ca

Peter Johnson
Fire Chief
705.949.3333
p.johnson@cityssm.on.ca



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

COUNCIL REPORT

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Part 903 Base Line Declared Surplus

Purpose

The purpose of this report is to recommend to Council that the property described as Part PIN 31613-0365 (LT) PART OF SECTION 4 AWENGE; CITY OF SAULT STE. MARIE, being part of civic 903 Base Line, be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

Attachment

Attached as Schedule "A" is a map of 903 Base Line ("City Property"). Attached as Schedule "B" is the portion of 903 Base Line desired to be purchased by Enbridge Gas Distribution (the "Subject Property").

Background

The Legal Department received a request from Enbridge Gas Distribution to ascertain if the Subject Property would be declared surplus. The request was circulated to various City Departments, the Sault Ste. Marie Region Conservation Authority ("SSMRCA") and the Sault Ste. Marie Housing Corporation ("SSMHC") for comment.

The Public Works Department supports this approach regarding the Subject Property. The City has maintenance responsibilities on certain services, and therefore adequate property and/or access to such property must be kept.

The Engineering Department stated that there is a deep sanitary sewer and maintenance access along the southern portion of the City Property. Drawings also indicate that a future railroad allowance is planned in the southern portion of the City Property. Engineering confirms that the sale of the Subject Property does not impact the sewer or the future railroad allowance. PUC has no objections but they require either an easement to access a water main or relocation at the owner's expense

The Planning Department has advised that the City Property contains major water and sanitary sewer services which were put in place when Wood Park Court was

developed. This was to allow for the eventual servicing of the industrially designated property on the west side of Leigh's Bay Road. The City Property also needs to accommodate the eventual extension of the rail line, which currently services the melamine plant. Planning also confirms that the sale of the Subject Property does not impact these services or the future railroad allowance.

The Building Department also has no objection to the sale, however, noted that special exception S-222 notes that no building occur within 10m of High Pressure Natural Gas Pipeline easement and that there are also buffer requirements and development requirements. There are no open building permits or complaints. It is not a Brownfield site. There is a sanitary sewer and watermain running east/west to the south of the subject property. Property is zoned M3 (Heavy industrial Zone) with special exception S-222. It should be noted that the Subject Property is within the jurisdiction of the SSMRCA and as such their approval will be required prior to issuance of a building permit. The Subject Property is designated under Development Control.

The Community Development & Enterprise Services Department has no issue with declaring the Subject Property surplus.

The SSMRCA advised that the Subject Property is located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176-06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. Any development will require a site plan review and may require a permit. SSMRCA does not object to the intent to declare the Subject Property surplus.

The SSMHC has no issues with the proposed sale.

Analysis

If Council declares the property surplus, the Subject Property will be advertised once in the Sault Star and also appear on the City's web page.

Financial Implications

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the property it may be assessable depending upon its ultimate use.

Strategic Plan / Policy Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as Part PIN 31613-0365 (LT) PART OF SECTION 4 AWENGE; CITY OF SAULT STE. MARIE, being part of civic 903 Base Line, be declared surplus to the City's needs and authorize the

Part 903 Base Line Declared Surplus & Sale (Enbridge)

January 31, 2022

Page 3.

disposition of the said property in accordance with the City's policy for the disposition of land, to Enbridge Gas Distribution.

By-law 2022-18 authorizing same appears elsewhere on the Agenda and is recommended for approval.

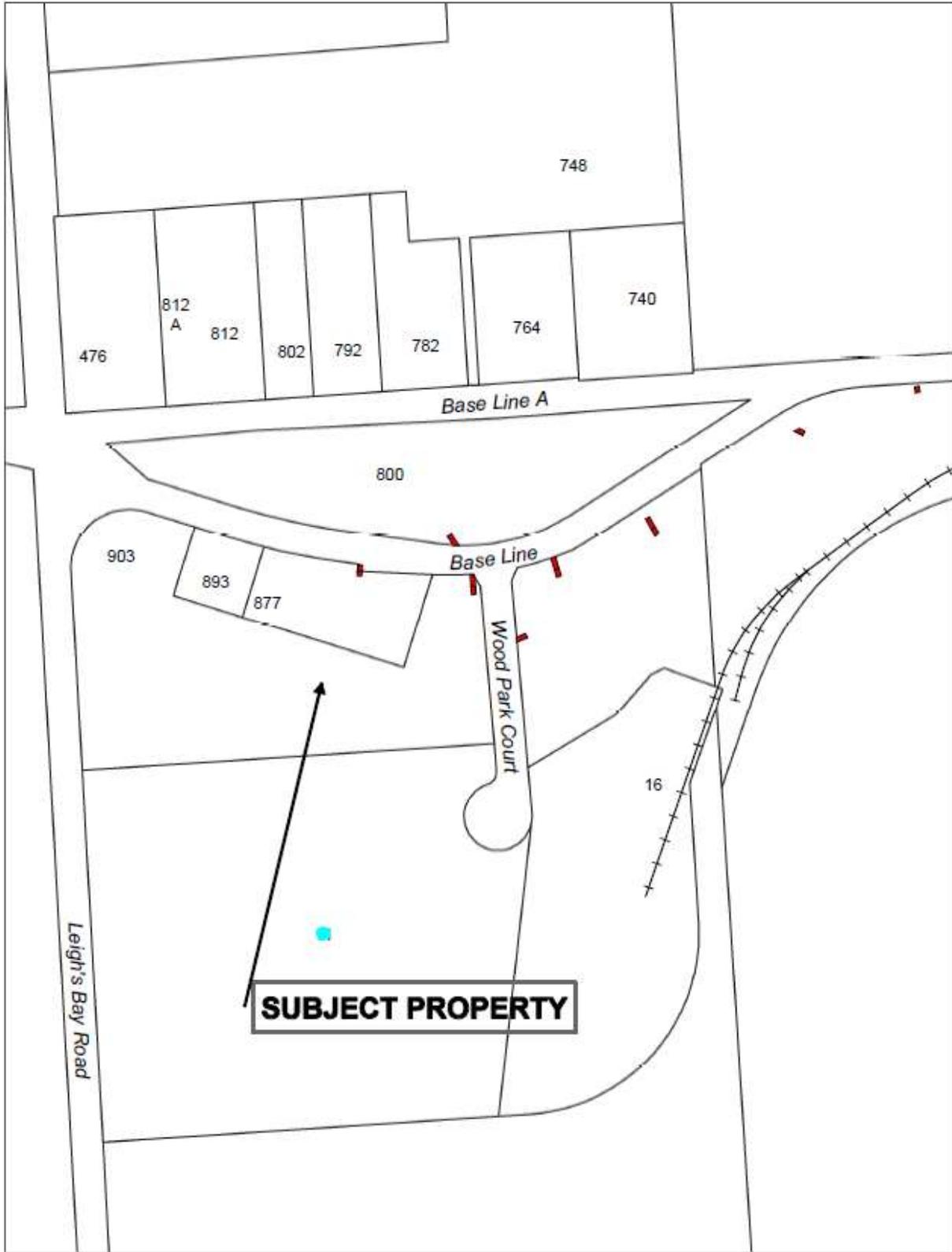
Respectfully submitted,

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

MBS/tj
Enclosures

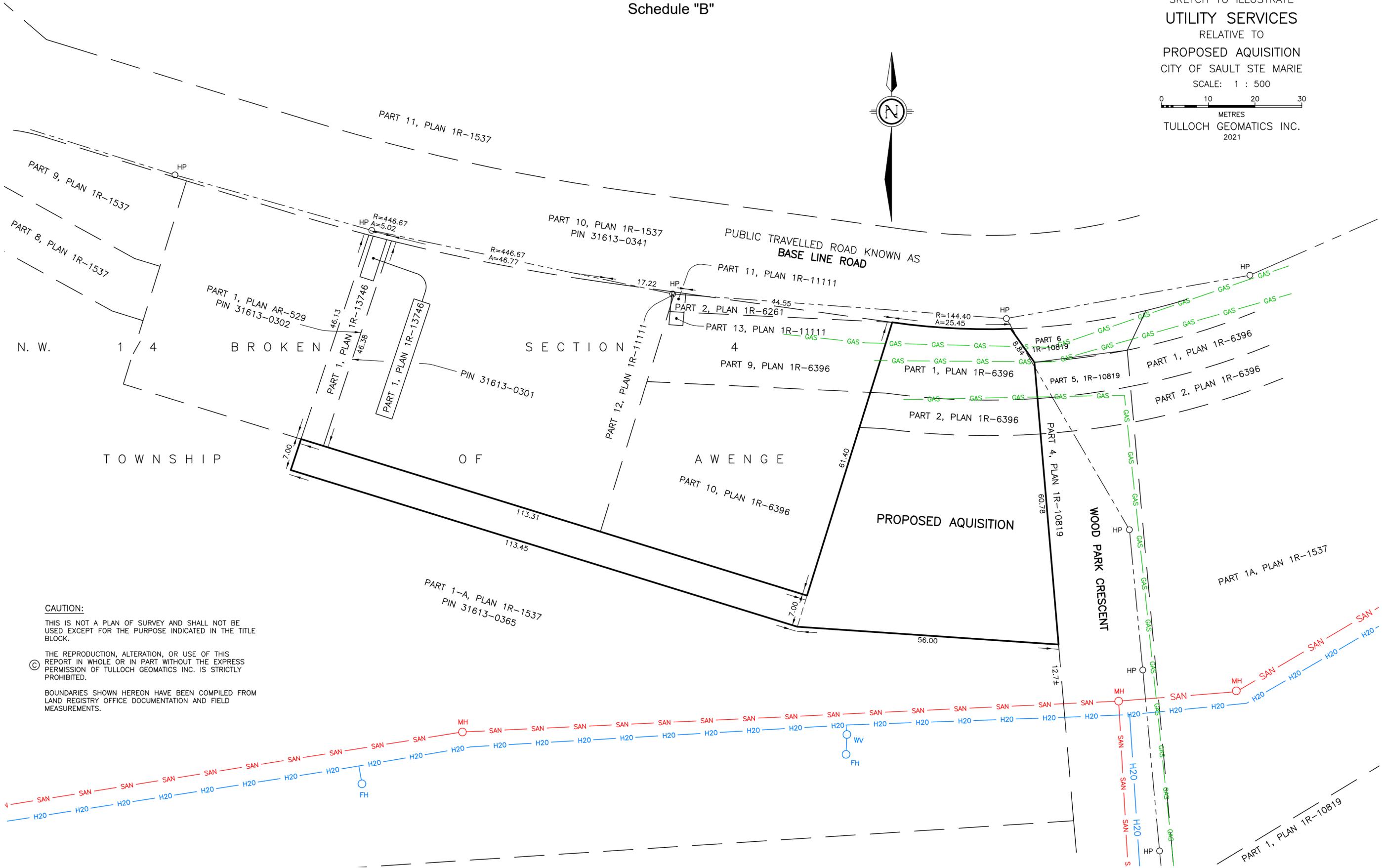
\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2022\903 Base Line (Part) Declared Surplus OPEN.docx

Schedule "A"



Schedule "B"

SKETCH TO ILLUSTRATE
UTILITY SERVICES
 RELATIVE TO
 PROPOSED AQUISITION
 CITY OF SAULT STE MARIE
 SCALE: 1 : 500
 0 10 20 30
 METRES
 TULLOCH GEOMATICS INC.
 2021



CAUTION:

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

THE REPRODUCTION, ALTERATION, OR USE OF THIS REPORT IN WHOLE OR IN PART WITHOUT THE EXPRESS PERMISSION OF TULLOCH GEOMATICS INC. IS STRICTLY PROHIBITED.

BOUNDARIES SHOWN HEREON HAVE BEEN COMPILED FROM LAND REGISTRY OFFICE DOCUMENTATION AND FIELD MEASUREMENTS.

NOTE:

UNDERGROUND UTILITY LOCATIONS HAVE BEEN COMPILED FROM CITY OF SAULT STE MARIE AS BUILT DRAWINGS AS WELL AS LOCATING ABOVE GROUND SITE FEATURES. LOCATES ARE ONLY APPROXIMATE AND SHOULD BE RE-CONFIRMED DURING THE CONSTRUCTION PHASE TO ENSURE CORRECT LOCATIONS.

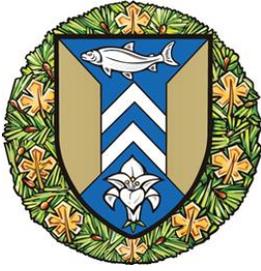
METRIC

DISTANCES AND SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

LEGEND

- H2O — DENOTES UNDERGROUND WATER LINE
- GAS — DENOTES UNDERGROUND GAS LINE
- SAN — DENOTES UNDERGROUND SANITARY SEWER
- - - DENOTES OVERHEAD UTILITIES
- HP ○ DENOTES HYDRO POLE
- FH ○ DENOTES FIRE HYDRANT
- MH ○ DENOTES MAINTENANCE HOLE
- WV ○ DENOTES WATER VALVE

	TULLOCH GEOMATICS INC.	
	71 BLACK ROAD UNIT 8 SAULT STE MARIE P6B 0A3	T. 705 949.1457 F. 705 949.9606 866 806.6602 saultstemarie@tulloch.ca
DRAWN BY: WSM		FILE: 21-2224



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

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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Property – 499 Queen St. W. and 395 Queen St W

Purpose

The purpose of this Report is to advise Council of the offers received for the sale of 499 Queen Street West.

ATTACHMENTS

Attached as Schedule “A” is a map that shows the City Property located at 499 Queen Street West (the “Property”). Attached as Schedule “B” is a part of Plan 1R13282 indicating the portion of property at 395 Queen Street West that The Federal Bridge Corporation Limited has offered to exchange for the Property. Attached as Schedule “C” is a GIS Map that shows the entirety of property located at 395 Queen Street West.

Background

On June 14, 2021, Council passed By-law 2021-119 which declared the Property surplus to the City’s needs and approved the disposition of same.

The sale of the Property was advertised in the Sault Star on June 19, 2021 and on the City’s web page advising that sealed offers with a deposit of \$1,000.00 would be accepted until 12:00 noon on July 12, 2021 at the City Clerk’s Office.

The City received two offers, both from The Federal Bridge Corporation Limited (FBCL) as follows:

- Offer #1 - One offer bid \$47,000.00 (HST in addition to purchase price). The Federal Bridge Corporation Limited advised that FBCL owns the abutting properties to the west, south and east of the Property and the acquisition of the Property is important to operational bridge plaza security.
- Offer #2 - An additional offer bid \$1.00 – Land Exchange. In this offer the FBCL would exchange the undeveloped portion of the FBCL property located at 395 Queen Street West (“FBCL Undeveloped Property”) for the City property located at 499 Queen Street West. A map of the FBCL

Undeveloped Property is outlined in red on Schedule “A” attached to this Report. The City currently owns Parts 2 and 3 of this Plan.

The conditions of Offer #2 are:

“Due to time constraints of the bidding process, details would need to be negotiated and agreed upon by the FBCL and the City of Sault Ste. Marie prior to finalizing any such transaction as to the determination of the fair market value of each property for the purposes of determining the particulars of the land exchange and possible apportioning of costs between the parties to effect this transaction ie. preparation of a survey, possible severance, transfer processes etc. FBCL would need to obtain necessary federal approvals to enable the disposal of a Crown land asset”.

With respect to Offer #2, the costs to complete the transaction are minimal. Each party would bear their own legal fees and would share the costs of the survey necessary to denote the lands to be acquired by the City. The proposed land swap set out in Offer #2 was circulated to various City Departments and the following responses were received:

(a) Public Works

There is storm main which dissects the FBCL Undeveloped Property that is the responsibility of the City. PW is in support of this proposal.

(b) Planning

Planning supports the proposed property exchange. The FBCL Undeveloped Property is the easterly portion of lands that the City sold to FBCL several years ago as part of the International Bridge redevelopment project. At the time, FBCL believed they would require all of this property for additional parking. However only the western 100 m of the property has been paved and fenced for use as a parking lot. It is the vacant easterly 72 m that is being offered as a land swap. There is a large underground outfall sewer from Algoma Steel in the middle of this property. Given that acquiring the FBCL Undeveloped Property may give us additional options in designing our new transit facility, Planning supports the additional offer.

(c) Building

No objections.

(d) Sault Ste. Marie Region Conservation Authority

Not located in an area under the jurisdiction of the Sault Ste. Marie Region Conservation Authority.

(e) Finance

No comments or objection.

(f) Engineering

Engineering advises that an ESA Phase II study was completed in 2002 and identified contaminants on the FBCL property. If the land swap were to proceed, it must be done with the knowledge of possible contamination. As Planning noted, Algoma Steel has a large storm outfall pipe through this property.

(g) Community Development & Engineering Services

Transit would be interested in acquiring the FBCL Undeveloped Property through Offer #2 given the plans for the new Huron Street terminal. Having this land will help the City greatly as we relocate the Dennis Street bus terminal to Huron Street and provide more flexibility to configure and design our future operations. CDES also evaluated the comments made from other City Departments and is content to proceed with the land swap as it will assist with the configuration of the new terminal (including parking, access road, etc.).

With respect to environmental matters, the City was the previous owner of the FBCL Property until acquired by FBCL on February 1, 2019. Relevant City Staff have met, and given that the intended use of the FBCL Property is for access and parking for the new Terminal, the property will be largely undisturbed thereby minimizing any concerns in this regard.

Analysis

In considering Offer #1, the City would receive \$47,000 in revenue from the disposition of the Property. The offer is consistent with the assessed value of the Property.

In considering Offer #2, the City would be acquiring a portion of same, specifically approximately 72 metres in length, or approximately 42% of the total area of the FBCL Property. Translating this to a dollar value, the City would not receive any revenue from the land swap option, however it would in turn receive property valued at approximately \$31,000 when considering the assessed value of same. In addition, as CDES and Planning have indicated, proceeding with Option #2 would provide the City with greater flexibility to configure and design the future Transit Terminal.

Financial Implications

The City would not receive any direct revenue if Council proceeded with Option #2, however the City would receive property similar in value to the City Property it is disposing of, along with increased options for configuring the future Transit Terminal.

Strategic Plan / Policy Impact

Given the benefits this recommendation provides to configuring the future Transit Terminal, the impact to the strategic plan is aligned with same. Specifically, it supports the focus area of Infrastructure and demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.

Recommendation

It is therefore recommended that Council take the following action:

To authorize the Legal Department to accept Offer #2, specifically the property exchange option and thereby:

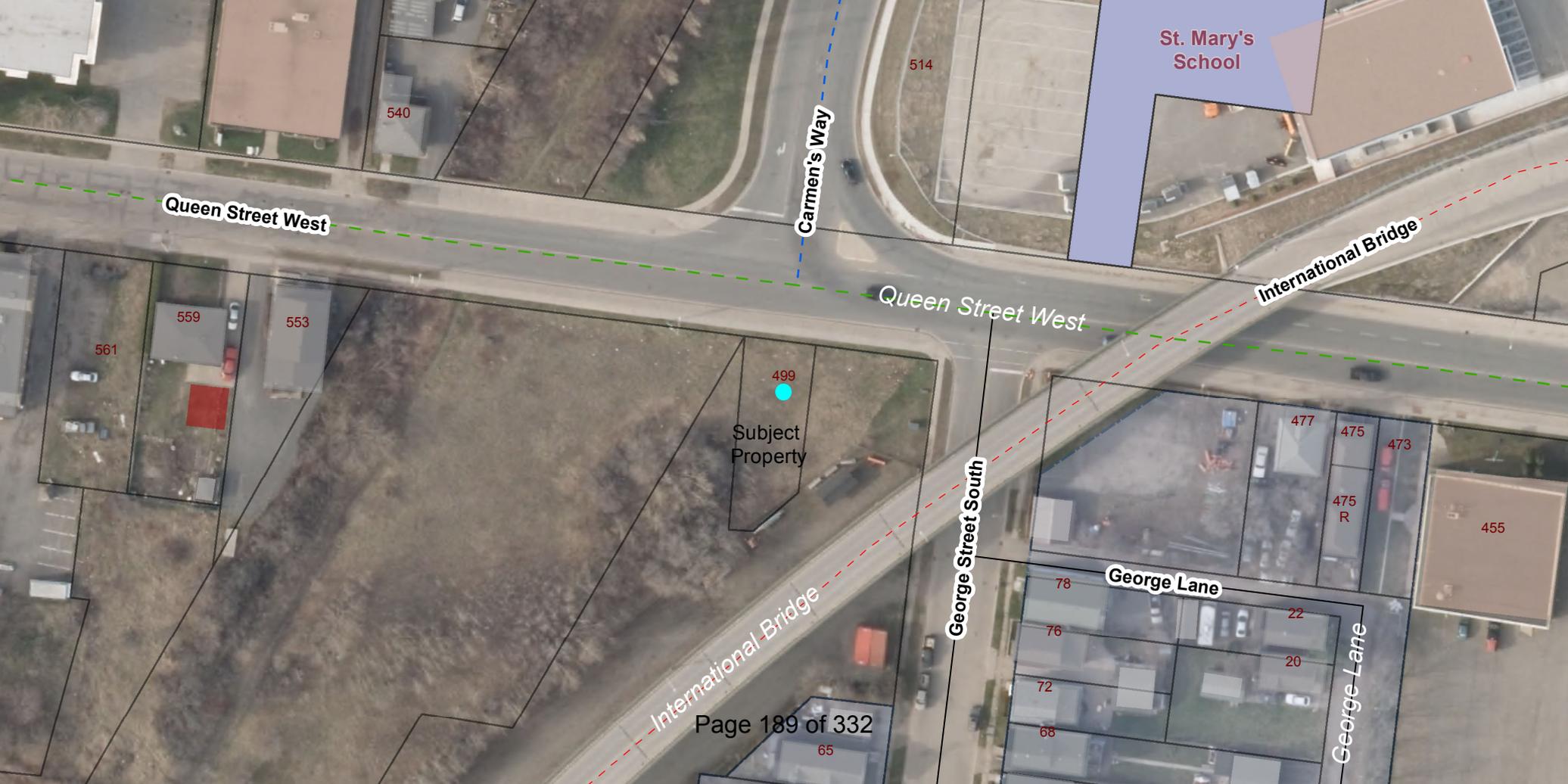
- (a) authorize the disposition of the City owned property described as PIN 31578-0215 (LT) PT LT 12 S/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S AS IN T430377; SAULT STE. MARIE in accordance with the City's policy for the disposition of land to The Federal Bridge Corporation Limited for the sum of \$1.00 and all costs related thereto; and
- (b) authorize the acquisition of a portion of property described as PART PIN 31576-0355 (LT) PT LOTS 19, 20, 21, 22, 23, 24 ORIGINAL TOWN PLOT SOUTH SIDE SUPERIOR STREET BEING PART 1, PART OF PART 4, PARTS 5, 6, 7 AND 8 PLAN 1R13282, known municipally as 395 Queen Street West, Sault Ste. Marie for the sum of \$1.00 and all costs relating thereto.

By-law 2022-16 authorizing the disposition appears elsewhere on the Agenda and is recommended for your approval.

By-law 2022-17 authorizing the acquisition appears elsewhere on the Agenda and it is recommended for your approval.

Respectfully submitted,

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



St. Mary's School

514

540

Carmen's Way

Queen Street West

International Bridge

Queen Street West

559

553

561

499

Subject Property

477

475

473

475 R

455

International Bridge

George Street South

George Lane

78

76

72

68

22

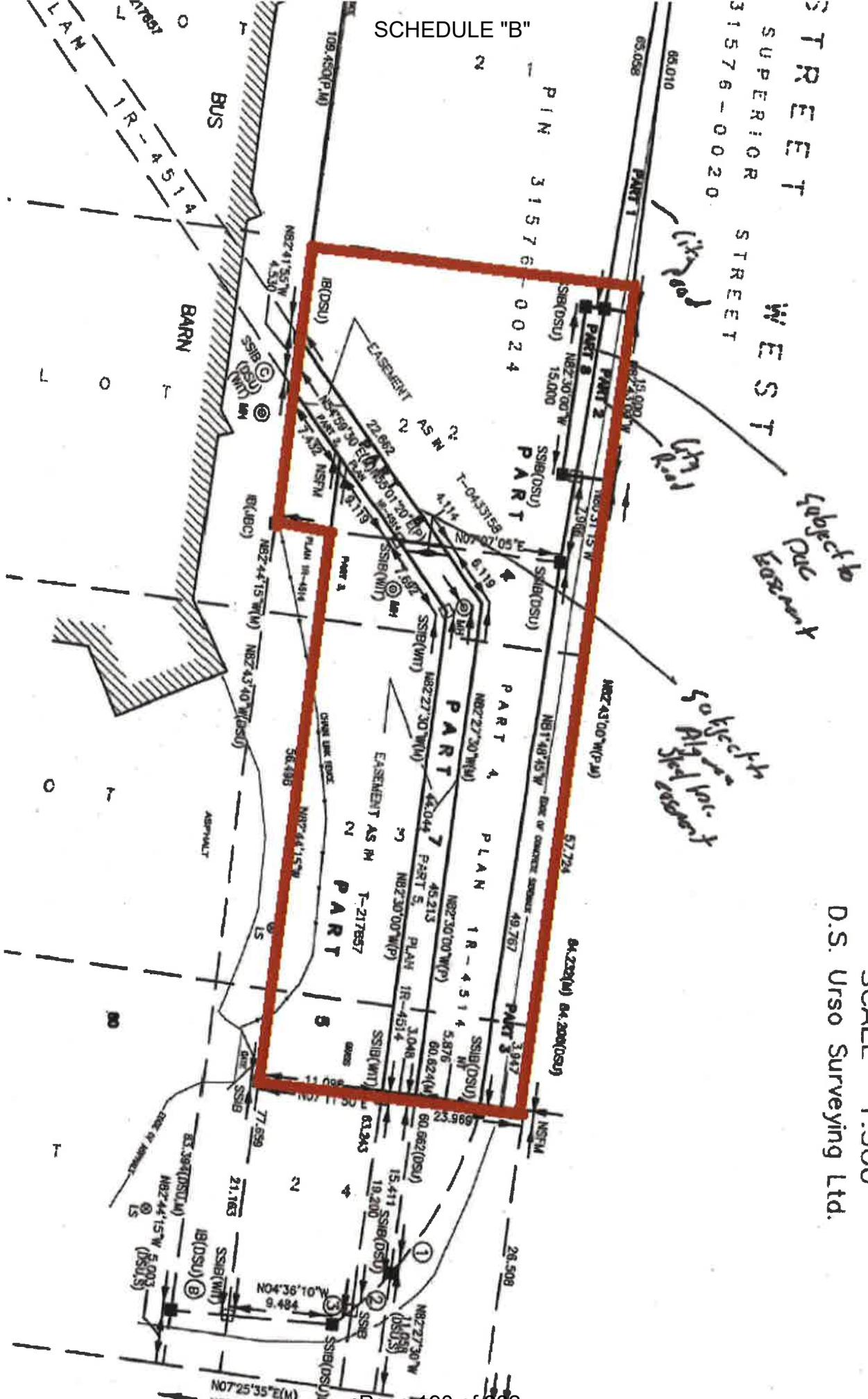
20

George Lane

65

SCHEDULE "B"

STREET SUPERIOR STREET WEST
31576-0020



Subject to Easement

Subject to Easement

SCALE 1:500
D.S. Urso Surveying Ltd.

SCHEDULE "C"

International Bridge

International Bridge

Urban Aboriginal School, Kina Awiya Program School

Huron Street

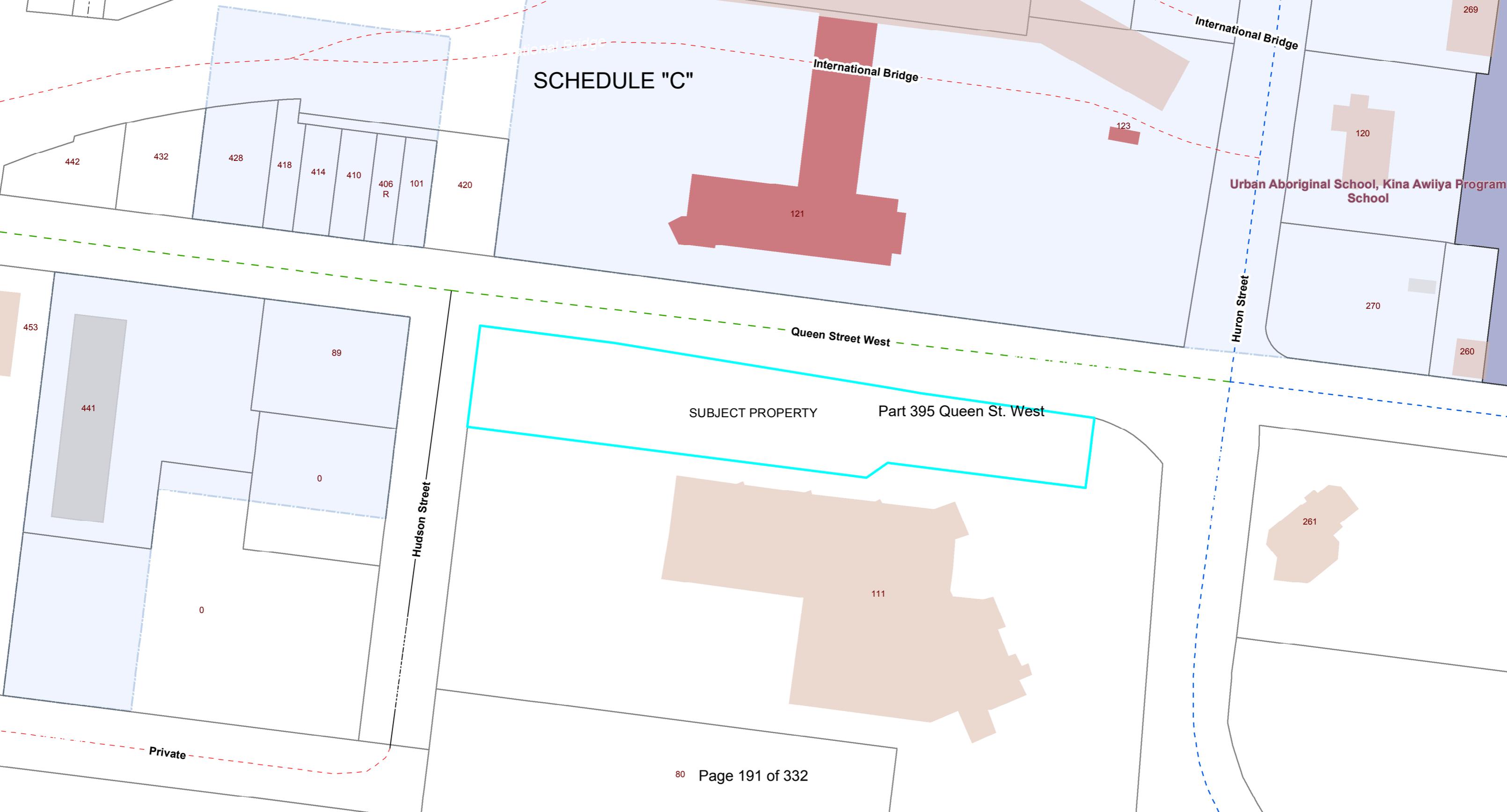
Queen Street West

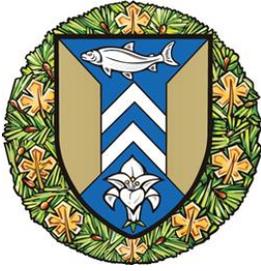
Hudson Street

Private

SUBJECT PROPERTY

Part 395 Queen St. West





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

COUNCIL REPORT

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley Olar, Risk Manager
DEPARTMENT: Legal Department
RE: Insurance Program Renewal – Policy Period 2022/2023

Purpose

The purpose of this report is to recommend to Council the renewal of the City's Insurance Program with Intact Public Entities for the period February 28, 2022 to February 28, 2023.

Background

In February 2021, following a Request for Proposals, the City entered into a contract with Frank Cowan Company Ltd. (the "Contract") to provide General Insurance Services and act as broker (collectively "Managing General Agent") to market and place the municipal insurance program for the City. The Contract has a three year term that expires February 28, 2024. In April 2021, the Managing General Agent rebranded the company and are now known as Intact Public Entities Inc. ("Intact") providing risk and claims management services to municipal, public administration and community service organizations across Canada.

The City paid One Million Three Hundred Sixty Four Thousand, Six Hundred and Forty Three (\$1,364,643.00) Dollars including applicable taxes for General Insurance Services for the first year of the Term. For years 2 and 3 of the Term, the pricing for all insurance coverage is to be set out in Renewal Documents. Given the current challenging insurance market, a budgetary increase of 24% was planned.

The City received the renewal documents on January 14, 2022. Following negotiations between the Legal Department and Intact, the Legal Department is now in receipt of Intact's Municipal Insurance Program Renewal Documents for the City, which establishes the premium payable for the period of February 28, 2022 to February 28, 2023 as One Million, Four Hundred Seventy Two Thousand Seven Hundred and Thirty Seven (\$1,472,737.00) Dollars (before tax), and \$1,536,038.00 inclusive of applicable taxes. This represents an increase of approximately 13.6% to the cost of the City's insurance with all coverages and deductibles remaining the same.

During the expiring policy period Risk Inspections were completed by Intact's Risk Inspectors on a number of City owned buildings. Risk Inspections provide the City with calculated reconstruction costs for insurance purposes and to ensure insurance to value. This had not been completed recently. This re-evaluation resulted in an increase of approximately eleven million (\$11,000,000.00) dollars in property value for the City's property assets that were inspected. These inspections also analyze potential areas of harm and provide risk recommendations to reduce frequency and severity of incidents. Another group of buildings is scheduled to be inspected during this upcoming policy term, with the remainder of the buildings scheduled for inspection in policy term February 28, 2023.

Analysis

Intact has met its commitment to provide both the same insurance coverage and deductible levels for Year 2 of the Term, specifically the period from February 28, 2022 to February 28, 2023.

We continue in a difficult insurance market that has lasted over 2 years, with prices increasing across all lines of coverage, although for many lines of coverage increases are no longer hitting the same heights. The current insurance market is attributed mainly to the large catastrophic losses globally in the property insurance market during the past few years (hurricanes, wildfires, earthquakes, flooding). The year 2021 was one of the most active and costliest years for weather and climate-related disasters.

With respect to Intact's Renewal Documents for Year 2, the following analysis and comments are relevant to each of the four (4) broad areas of coverage:

Liability

Increases in rates for liability are generally starting to trend downward. Claims continue to increase in frequency and severity and insurers are continuing to tighten their underwriting standards.

The City's rate increase is below the average of 15% as Intact recognized that our account has performed well over this past policy period. The City has been given a premium increase of 11.57%.

Excess Liability

Excess liability insurance provides additional limits of the primary or underlying insurance. Rates for excess liability are continuing to increase, in the 10-15% range and trend much higher when fleet exposures are involved.

The City was able to achieve a below average rate increase of 7.91% again as our account performed well over this past policy period.

Property

Pricing of property insurance remains challenged. Declarations of value and related sums insured have come under scrutiny. A key underwriting consideration is in depth examination of risk information including engineering reports.

The City's rate increase is above average at 24.3% for property insurance for several reasons. First, as stated, the City's buildings had not been inspected recently, and a recent inspection of a number of buildings resulted in an increase in property value of \$11 Million. Second, for those City buildings that were not inspected, Intact applied a new guideline for 2022, being an inflation rate of 7% to be applied. This rate is applicable to all such buildings in Ontario. Noteworthy, the values for the City Buildings that completed a Risk Inspection increased but all fell under the new inflation rate. That should assist the City in Year 3 once those properties are valued this year. Third, property values have increased given market conditions generally. Finally, in conjunction with the inflation rate increase, Intact has updated their Ontario flood map and adjusted their flood rates.

Automobile (including Transit)

Moderate rate increases continue for automobile insurance. Exposures have increased as economies have reopened and claim costs have risen as parts costs have accelerated.

The City received an 18% increase for the automobile insurance program. This is due to market conditions, guideline changes made by Intact, along with account changes throughout the policy term.

Overall, the City shall continue to receive the same coverage and deductible limits and the overall increase in insurance coverage for Year 2 comes well within the amount budgeted.

Financial Implications

The 2022 approved budget figure for the insurance premium is \$1,830,575, which is inclusive of applicable taxes. Intact is proposing an annual premium for February 28, 2022 to February 28, 2023 to be \$1,472,737.00 (not including applicable taxes). After adjusting for the corporate fiscal period (January 1, 2022 to December 31, 2022), inclusive of applicable taxes, the total cost for 2022 is \$1,536,038.00. This premium represents an increase of approximately 13.6% as compared to the 2021 insurance premiums.

From these amounts, there will be a portion that is allocated to the Police Services and the Library, as they are part of the City's insurance program. There will also be additional changes as assets are sold or purchased. The 2022 insurance cost can be accommodated within the corporate operating budget.

Strategic Plan / Policy Impact

This is an operational issue and not part of the strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

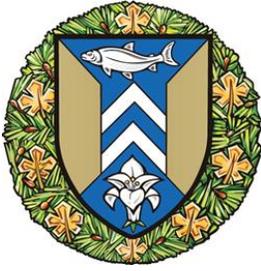
Resolved that the report of the Risk Manager dated January 31, 2022 concerning the Insurance Program Renewal – Policy Period 2022-2023 be received as information and that Council authorize the Legal Department to bind coverage for the City in accordance with Intact’s Municipal Insurance Program Renewal Documents which establishes the premium payable as One Million Four Hundred Seventy Two Thousand, Seven Hundred and Thirty Seven (\$1,472,737.00) Dollars plus applicable taxes.

Respectfully submitted,

Shelley Olar

Risk Manager

s.olar@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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Rental Housing Incentive Program - 14

Purpose

The purpose of this report is to recommend a project for a municipal tax increment grant, under the City's Rental Housing Community Improvement Plan. The subject property is the former St. Ann's elementary school, located at 139 White Oak Drive.

Background

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects.

The Rental Housing Community Improvement Program provides for tax grants on a declining basis over a three-year period with an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed.

The existing program provides for a tax grant of up to 75% of the municipal taxes resulting from an increase in the assessed value of the property in the first year. This declines to 50% in year two and 25% in year three. If developments provide additional barrier-free/accessible units, or spaces to accommodate support services, projects are then eligible to receive the tax incentive over 4 years, at 75% in years one and two, 50% in year three, and 25% in year four.

The development of additional rental units is important to provide for a range of housing types to match residents' needs; to ensure the overall supply of affordable housing is maintained; and to provide good short-term housing options for persons wishing to move to Sault Ste. Marie.

Analysis

The proposed project involves repurposing the former St. Ann's elementary school to create a total of 20 residential units, 4 of which will be designed to be barrier free, as per the design requirements specified under the Ontario Building Code. In addition, the remaining 16 units will also be "at grade", with no stairs, and designed

for seniors and those with mobility issues. These units will also feature design elements such as grab bars, sliding patio doors, walk in showers, large entrance doorways and open spaces.

The project also involves significant upgrades to the building's plumbing and electrical systems, as well as extensive exterior improvements, establishing a residential aesthetic to the former school. The total project investment is over \$4 million.

Financial Implications

In a typical multi-unit residential development, the Ontario Building Code requires 15% of the units to be accessible. Given that the proposed development will result in 20% of the units being accessible, and with the remaining also being designed for seniors and those with mobility issues, the development qualifies for an additional tax incentive.

The tax grant will result in a levy increase which will negate the assessment growth during the 4 years. The tax rebate results in the deferral of the incremental tax increase resulting from the project until after the rebate.

Strategic Plan / Policy Impact

The Rental Housing Incentive Program, and the projects approved under this program, align with the Corporate Strategic Plan, specifically under the Community Development focus area – creating social and economic activity, developing partnerships with key stakeholders, and maximizing economic development and investment.

Recommendation

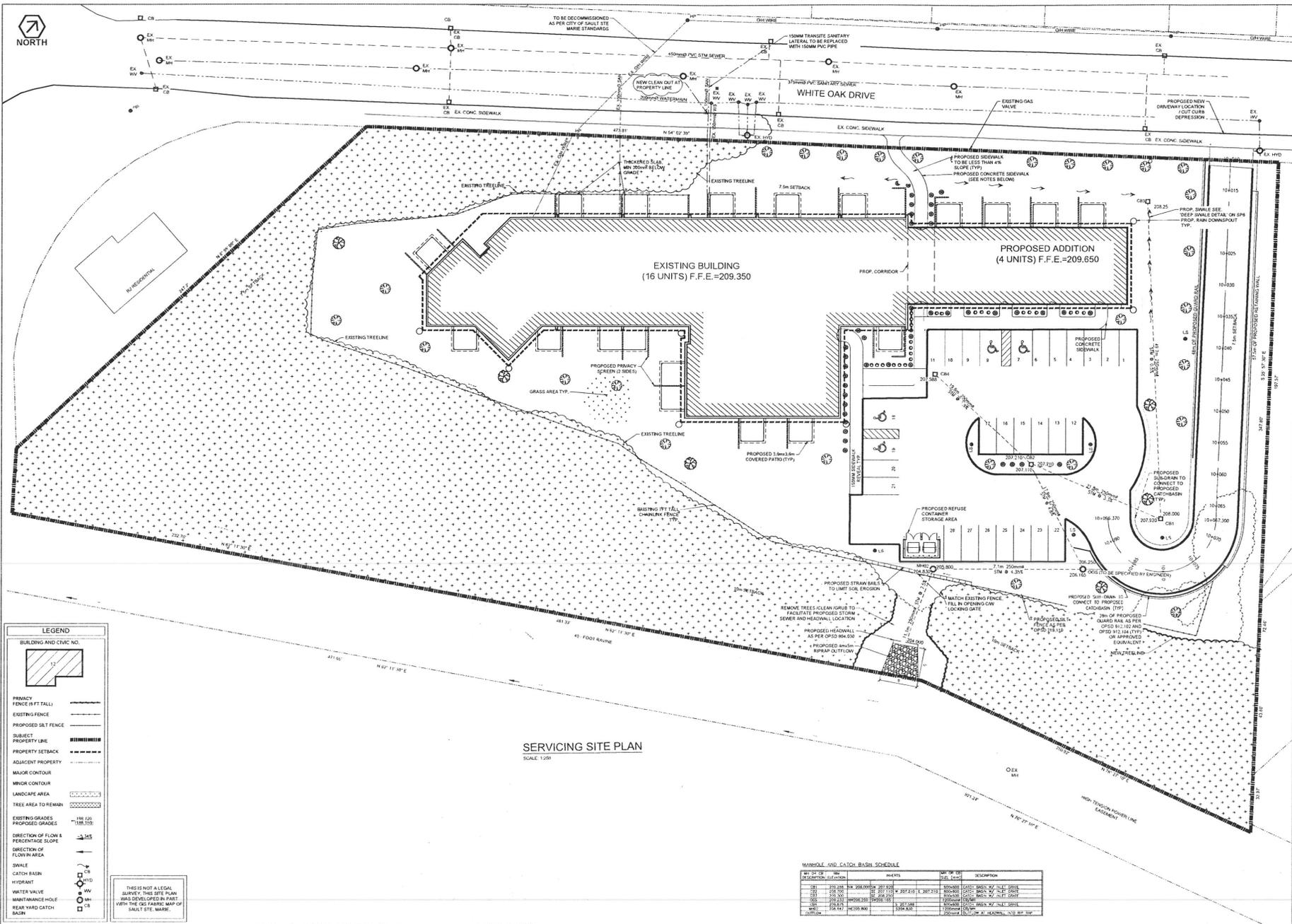
It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated January 31, 2022 concerning the Rental Housing Incentive Program be received and that City Council authorize a four-year incremental tax grant (75%, 75%, 50%, 25%) for the proposed 20 unit multi-unit development at 139 White Oak Drive, subject to:

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.

Respectfully submitted,

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



SERVICING SITE PLAN
SCALE: 1/8"=1'-0"

LEGEND

BUILDING AND C/M/C NO.

PRIVACY FENCE (8 FT TALL)

EXISTING FENCE

PROPOSED SILT FENCE

SUBJECT PROPERTY LINE

PROPERTY SETBACK

ADJACENT PROPERTY

MAJOR CONTOUR

MINOR CONTOUR

LANDSCAPE AREA

TREE AREA TO REMAIN

EXISTING GRADES

PROPOSED GRADES

DIRECTION OF FLOW & PERCENTAGE SLOPE

DIRECTION OF FLOW IN AREA

SWALE

CATCH BASIN

HYDRANT

WATER VALVE

MAINTENANCE HOLE

REAR YARD CATCH BASIN

THIS IS NOT A LEGAL SURVEY. THIS SITE PLAN WAS DEVELOPED IN PART WITH THE GIS FABRIC MAP OF SAULT STE. MARIE.

MANHOLE AND CATCH BASIN SCHEDULE

NO.	DESCRIPTION	INVERT	OUTLET	DESCRIPTION
1	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
2	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
3	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
4	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
5	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
6	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
7	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
8	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
9	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
10	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
11	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
12	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
13	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
14	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
15	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
16	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
17	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
18	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
19	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
20	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
21	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
22	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
23	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
24	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
25	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
26	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
27	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
28	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
29	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
30	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
31	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
32	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
33	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
34	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
35	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
36	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
37	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
38	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
39	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE
40	18" DIA. MANHOLE	207.110	207.410	18" DIA. MANHOLE

NORQUAY ENGINEERING
norquayeng.ca

138 WHITE OAK DR.
SAULT STE. MARIE ON
JANUARY 2022

PROJECT: ST. ANN SCHOOL - APARTMENT CONVERSION - BDI HOLDINGS
DRAWING: SERVICING SITE PLAN
DATE: JANUARY 24, 2022
CHECKED BY: JARIBAN
PRINTED DATE: 2022

PRODUCTION NO.: 100-19901
DWG. NO.: SP-4

DATE: 1/24/22
BY: JARIBAN
REVISION: 1
DATE: 1/24/22
BY: JARIBAN
REVISION: 2
DATE: 1/24/22
BY: JARIBAN
REVISION: 3
DATE: 1/24/22
BY: JARIBAN
REVISION: 4
DATE: 1/24/22
BY: JARIBAN
REVISION: 5
DATE: 1/24/22
BY: JARIBAN
REVISION: 6
DATE: 1/24/22
BY: JARIBAN
REVISION: 7
DATE: 1/24/22
BY: JARIBAN
REVISION: 8

GENERAL NOTES:
1. ALL WORK IS TO BE IN ACCORDANCE WITH THE CODES AND STANDARDS OF THE PROVINCE OF ONTARIO.
2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL MUNICIPALITY AND PROVINCIAL AUTHORITIES.
3. THIS IS NOT A LEGAL SURVEY. THIS SITE PLAN WAS DEVELOPED IN PART WITH THE GIS FABRIC MAP OF SAULT STE. MARIE.
4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL MUNICIPALITY AND PROVINCIAL AUTHORITIES.
5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL MUNICIPALITY AND PROVINCIAL AUTHORITIES.

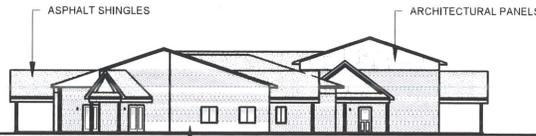
LICENSING PROFESSIONAL ENGINEER
X WANG
REGISTERED
2021-08-24
PROVINCE OF ONTARIO
ON 21111107-7



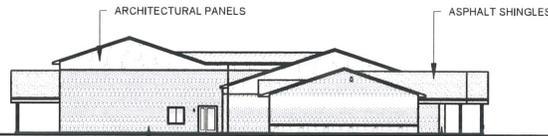
NORTH-WEST ELEVATION (WHITE OAK DRIVE)
SCALE: 1/4" = 1'-0"



SOUTH-EAST ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH-WEST ELEVATION
SCALE: 1/4" = 1'-0"



NORTH-EAST ELEVATION
SCALE: 1/4" = 1'-0"

**NORQUAY
ENGINEERING**



norquayeng.ca

No.	ISSUANCE	DATE	BY
1	FOR PERMIT - SITE PLAN CONTROL	2023-07-29	P.G.G.

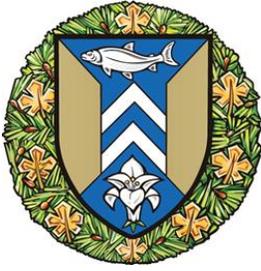
- GENERAL NOTES
- DO NOT SCALE DRAWINGS.
 - ALL WORK TO BE DONE IN ACCORDANCE TO THE CURRENT VERSION OF ALL PROVINCIAL STANDARDS.
 - CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY NORQUAY ENGINEERING OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

PROJECT: ST. ANN'S APARTMENT CONVERSION

DRAWING: ELEVATIONS

ADDRESS: 58 WHITE OAK DRIVE, SAULT STEPHENIE, QA	SCALE: 1/32" = 1'-0"	DATE: SEPTEMBER 4, 2019
DRAWN: J.M. FRENCH	CHECKED: P.G. DECLERCK	SIZE: 11" X 17"
PROJECT No. 19093	DRW No. A-1	FRAM 102327

1 OF 1



The Corporation of the
City of Sault Ste. Marie

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

January 31, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-1-22-Z.OP 16 Caesar Road

PURPOSE

The applicant, 786211 Ontario Limited (c/o Primo Pizza) wishes to redesignate and rezone the rear 5.18 metres of 16 Caesar Road to permit five commercial parking spaces. Access to the proposed parking spaces will only be granted via Trunk Road.

PROPOSED CHANGE

To redesignate the rear 5.18 metres of 16 Caesar Road from Residential to Commercial on Land Use Schedule C of the Official Plan.

To rezone the rear 5.18 metres of 16 Caesar Road from Medium Density Residential Zone (R4) to General Commercial Zone (C4.S) with the following special exceptions:

1. Reduce the required frontage from 18 metres to 15 metres.
2. Reduce the required front yard setback from 7.5 metres to 5.5 metres.

Subject Property:

- Location: Situated on the north side of Caesar Road, at the T-intersection of Caesar Road and Angelina Avenue.
- Approximate size:
 - *Subject property:* 15.24m (50') of frontage along Caesar Road with a depth of 39.62m (130'). Total area is 603m² (0.15 ac).
 - *Area to be rezoned to R4 with a Special Exception:* 15.24m (50') of frontage along Caesar Road with a depth of 34.44m (113'). Total area is 525m² (0.13 ac).
 - *Area to be rezoned to C4 with a Special Exception:* 15.24m (50') width with a depth of 5.18m (17'). Total area is 79m² (0.02 ac).
- Present use: Triplex.

- Owner: 786211 Ontario Limited (c/o Primo Pizza).

BACKGROUND

In 1978, the subject property was rezoned to permit a triplex.

ANALYSIS

Conformity with Official Plan

The Land Use Schedule of the Official Plan designates this property as Residential. The request to rezone the rear 5.18 metres to General Commercial Zone (C4) requires a site specific map change from Residential to Commercial in the Land Use Schedule of the Official Plan.

The general intent of the Official Plan supports the nominal expansion of existing commercially designated lands in an effort to improve functionality in a manner that does not conflict with neighbouring sensitive uses.

Conformity with Provincial Policy Statement 2020

This application is consistent with the policies of the PPS that address matters such as the protection of land uses from one another and efficiently using municipally serviced land.

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

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

c) Avoiding development and land use patterns which may cause environmental or public health and safety concerns.

This proposal is consistent with the PPS.

Conformity with Growth Plan for Northern Ontario 2011

Approval of this application does not conflict with the plan.

COMMENTS

This application is requesting the redesignation and rezoning of the rear 5.18 metres of the property to permit 5 commercial parking spaces for a business that is located at 149 Trunk Road, which is directly behind the subject property. The proposal would expand the size of the parking lot, alleviating parking challenges due to the lot's shallow depth.

The request to reduce the required frontage and front yard setback is to permit the continuation of the existing residential dwelling as its nonconforming status

would be lost during the planning approval process. The proposed reduction of the residential portion of the property will not negatively impact the function of the existing triplex.

Planning staff recommend that the application be approved subject to Site Plan Control to ensure that there will be no negative impacts on the adjacent residential properties along Caesar Road. Site plan control would require:

- The submission of a grading plan to the satisfaction of Engineering Services prior to any development. This area has a history of drainage complaints due to surface water and snow storage. An approved grading plan would improve the drainage situation. The parking area will also be required to be paved.
- A visually solid fence of at least 1.8m in height along the common lot lines between the area to be rezoned commercial and the abutting residential properties. This requirement would fulfill the zoning bylaw's buffer requirement and would provide a visual barrier to the benefit of the abutting residential properties. The three abutting residential properties have their own parking area or shed immediately adjacent to the subject area, which also serves as an additional buffer. The fence will also have the intentional effect of restricting access to the commercial property from the residential property.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on Friday, January 7, 2022. 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 Saturday, January 8, 2022.

Public Comments

At the time of writing this report, no public comments were received.

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:

Engineering Services commented that the area has a history of drainage complaints due to surface water and snow storage. It has been recommended that the area to be redesignated be subject to site plan control and that a grading plan be submitted to the satisfaction of the Engineering Director.

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 with the corporate strategic plan.

SUMMARY

This application is requesting to redesignate and to rezone the rear 5.18 metres of a residential property to permit 5 parking spaces to be used by the commercial property at 149 Trunk Road.

Planning staff anticipate no impact, but have made a number of recommendations that can be implemented through the site plan control process.

The proposed zoning variances to reduce the required front yard setback and frontage are technical in nature and are intended to legalize the existing residential structure once it loses its legal, non conforming status as a result of planning applications. The reduction of the residential lot will not impact the function of the triplex property.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated January 31, 2022 concerning Official Plan and Rezoning Application A-1-22-Z.OP be received and that Council redesignate the northern 5.18 metres of 16 Caesar Road from Residential to Commercial on Land Use Schedule C of the Official Plan by approving Official Plan Amendment #237.

Be it further resolved that Council rezone the subject property in the following manner:

1. Northern 5.18 metres of 16 Caesar Road be rezoned from Medium Density Residential Zone (R4) to General Commercial Zone (C4.S) with a Special Exception to:
 - I. Permit a parking lot in association with 149 Trunk Road only.
 - II. Permit access from Trunk Road only.
2. The remaining portion of 16 Caesar Road be rezoned from Medium Density Residential Zone (R4) to Medium Density Residential Zone (R4.S) with a Special Exception to, in addition to those uses permitted in an R4 zone:
 - I. Reduce the required frontage from 18 metres to 15 metres.

A-1-22-Z.OP 16 Caesar Road

January 31, 2022

Page 5.

- II. Reduce the required front yard setback from 7.5 metres to 5.5 metres.

And that the northern 5.18 metres of 16 Caesar Road be deemed subject to site plan control as per Section 41 of the Planning Act.

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

Respectfully submitted,

Jonathan Kircal, RPP

Planner

705.759.6227

j.kircal@cityssm.on.ca

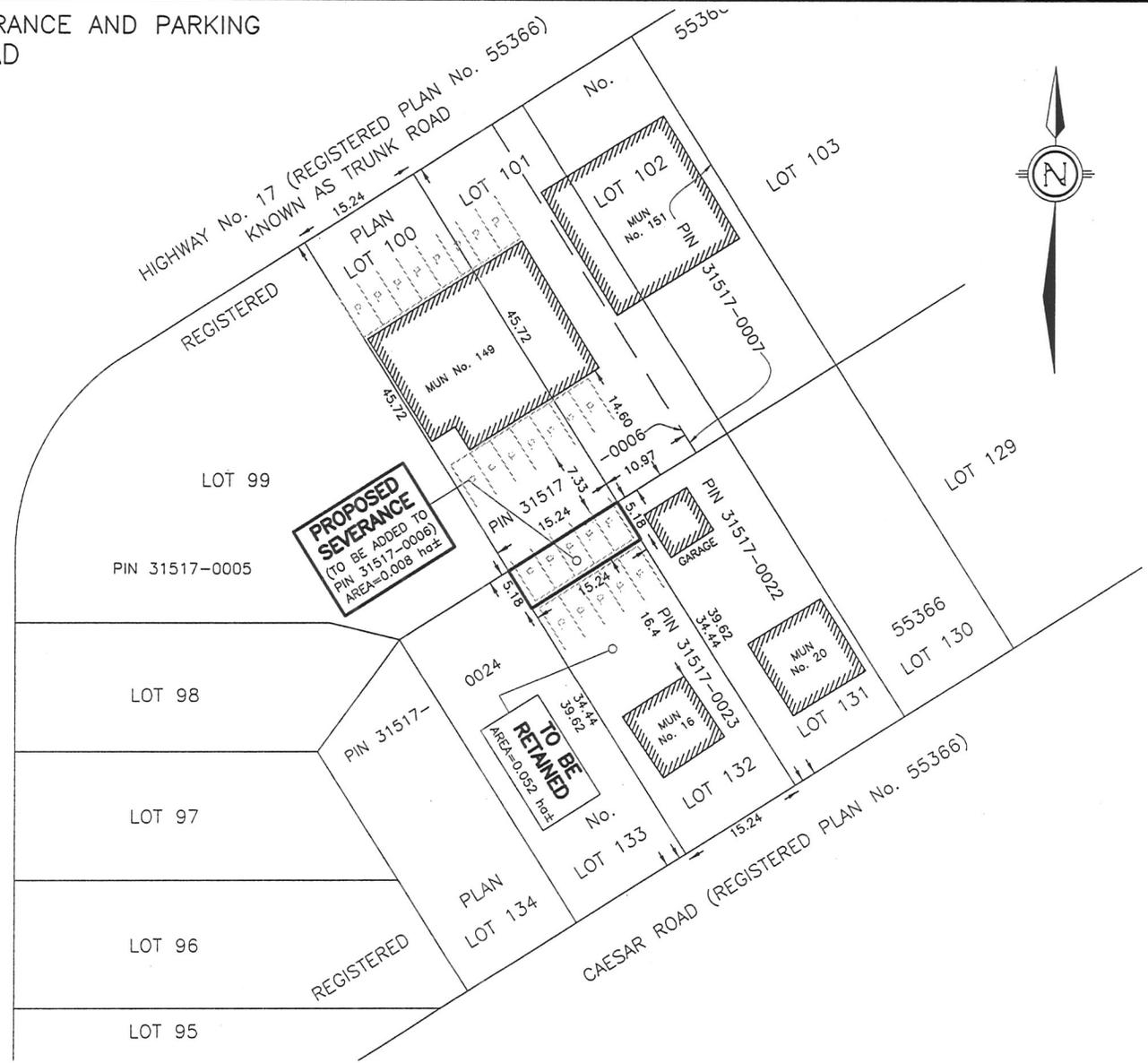
SKETCH TO ILLUSTRATE PROPOSED SEVERANCE AND PARKING
 149 TRUNK ROAD & 16 CAESAR ROAD
 CITY OF SAULT STE. MARIE
 TULLOCH GEOMATICS INC., O.L.S.
 SCALE 1:500



CAUTION:
 THE PROPERTY BOUNDARIES ILLUSTRATED ON THIS PLAN HAVE BEEN COMPILED FROM LAND REGISTRY PLANS AND HAVE NOT BEEN CONFIRMED.
 LOCATIONS OF ALL BUILDINGS AND STRUCTURES ARE APPROXIMATE ONLY AND HAVE NOT BEEN CONFIRMED.
 THIS SKETCH IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE.
 NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE OR ALTER THIS PLAN IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF TULLOCH GEOMATICS. © TULLOCH GEOMATICS INC., 2021.

METRIC:
 DISTANCES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

LEGEND:
 MUN DENOTES MUNICIPAL
 No. DENOTES NUMBER
 PIN DENOTES PROPERTY IDENTIFICATION NUMBER
 DENOTES PROPOSED PARKING SPOT (2.75m X 5.8m)



	TULLOCH GEOMATICS INC.	
	71 BLACK ROAD	T. 705 949.1457
	UNIT 8	F. 705 949.9806
	SAULT STE MARIE	866 806.6602
	P6B 0A3	saultstemarie@tulloch.ca
DRAWN BY: EM		FILE: 21-3054

ACAD FILE\SSM\Projects\2021\Geomatics\213054 149 Truck Road_GEDMATICS\001-Project Drawings\21-3054 SKETCH.DWG

**AMENDMENT NO. 237
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

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

LOCATION

LT 132 PL 55366 St. Mary's; Sault Ste. Marie having Civic Number, 16 Caesar Road, located at the north side of Caesar Road, at the T-intersection of Caesar Road and Angelina Avenue.

BASIS

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

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

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C of the Sault Ste. Marie Official Plan is hereby amended by re-designating the rear 5.18 metres of the subject property from Residential to Commercial.

INTERPRETATION

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

OPA 237

SUBJECT PROPERTY

Trunk Road

AREA TO BE REZONED & REDESIGNATED

COM

RES

Caesar Road

Angelina Avenue

Document Path: G:\Applications\2017 - Present\Planning Act Applications\2022\16 Caesar Road\GIS Maps\A-1-22-ZOP_LanduseMap_Dec2021_8x11_V1.mxd

Application Map Series

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

Property Information

Civic Address: 16 Caesar Road
 Roll No.: 010006066000000
 Map No.: 21
 Application No.: A-1-22-ZOP
 Date Created: December 16, 2021

Legend

- Subject Property
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Parish Public



SAULT STE. MARIE

Planning and Enterprise Services

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

This map is for general reference only

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983





2022 01 10

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-1-22-Z.OP
16 Caesar Road
786211 Ontario Limited

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

- This area has a history of drainage complaints due to surface water and snow storage.
- It is recommended that this property be subject to Site Plan Control and that a grading plan be submitted to the satisfaction of the Director of Engineering or his designate.

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

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

MM

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



SUBJECT PROPERTY

AREA TO BE REZONED & REDESIGNATED

Document Path: C:\Applications\2017 - Present\Planning Act Applications\2022\16 Caesar Road\GIS Maps\A-1-22-ZOP_AerialMap_Dec2021_8x11_V1.mxd

Application Map Series
 Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Legal Department Reference



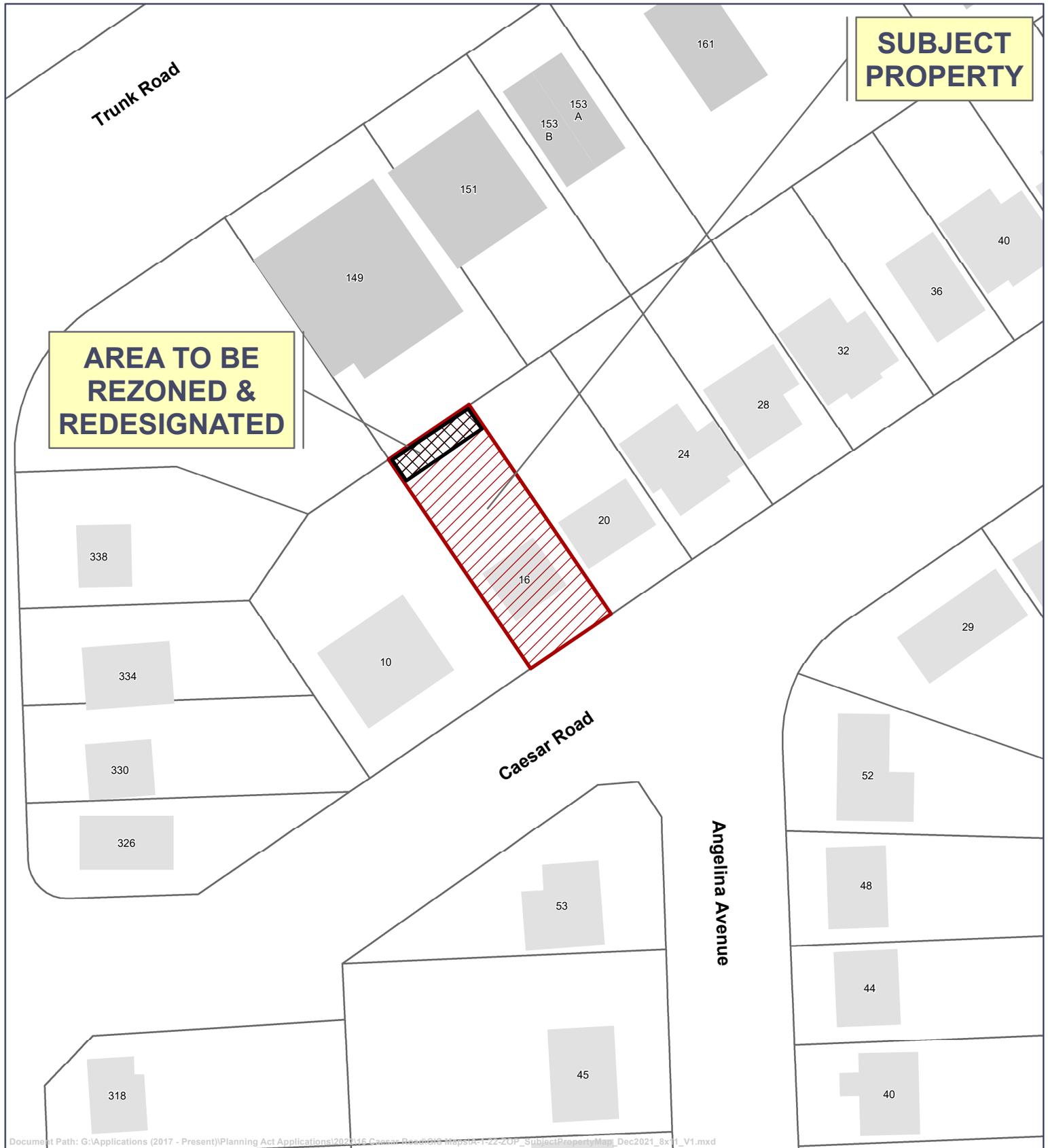
SAULT STE. MARIE
Planning and Enterprise Services
 Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
 Orthophoto: 2016 20cm Colour
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983



Property Information
 Civic Address: 16 Caesar Road
 Roll No.: 010006066000000
 Map No.: 21
 Application No.: A-1-22-ZOP
 Date Created: December 16, 2021

Legend
 Subject Property
 Parcel Fabric
 Page 209 of 332



Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2021\16 Caesar Road\GIS Maps\A-1-22-ZOP_SubjectPropertyMap_Dec2021_8x11_V1.mxd

Application Map Series
 Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Legal Department Reference



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

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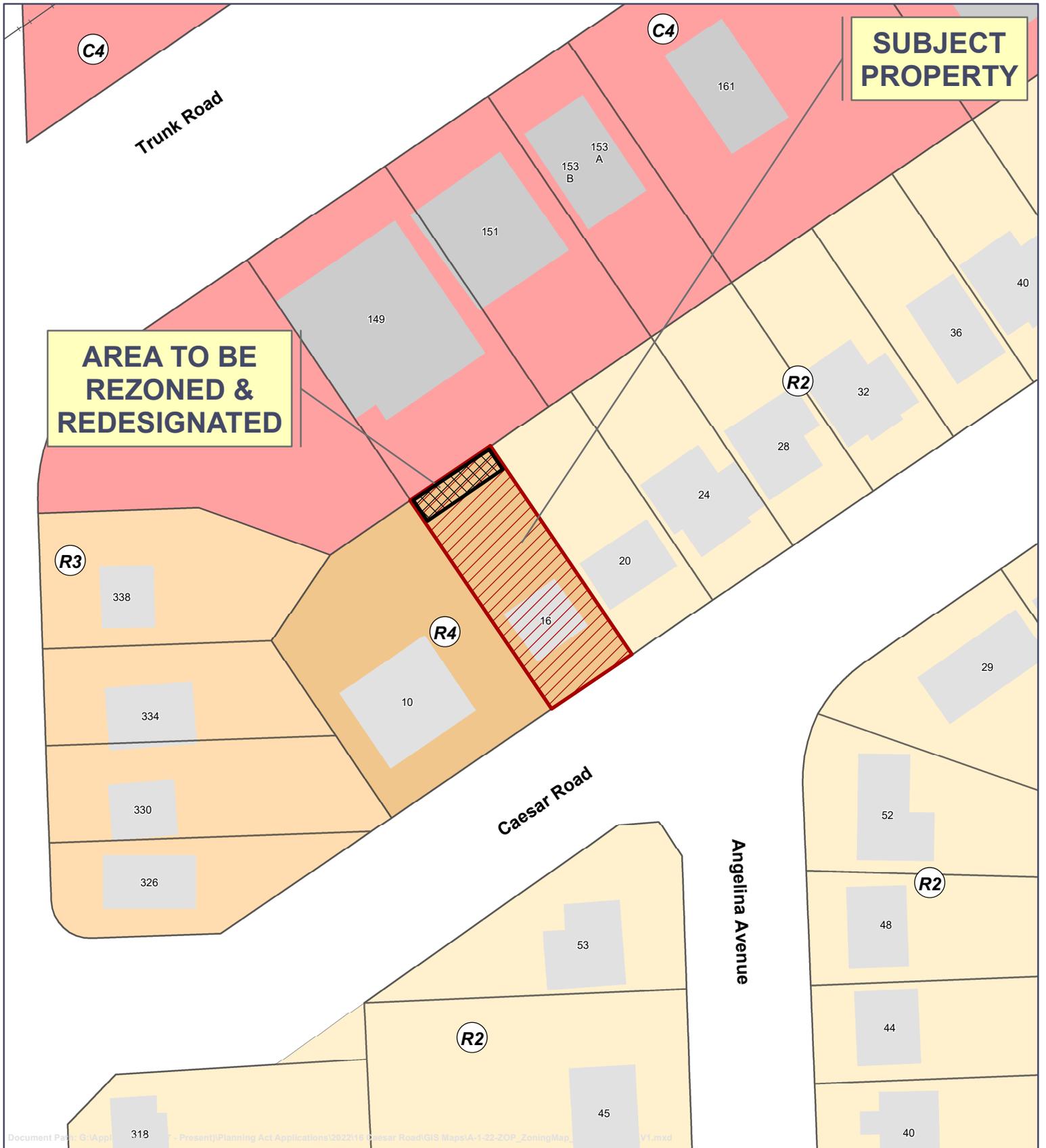

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Page 210 of 332



Document Path: G:\Appl... Present\Planning Act Applications\2022\16 Caesar Road\GIS Maps\A-1-22-ZOP_ZoningMap_V1.mxd

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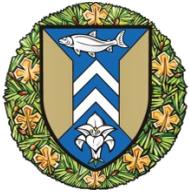
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Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
CT2 - Commercial Transitional Zone	R5 - High Density Residential Zone
C3 - Riverfront Zone; C3hp	R6 - Mobile Home Residential Zone
C4 - General Commercial Zone; C4hp	I - Institutional Zone
C5 - Shopping Centre Zone	EM - Environmental Management Zone
HZ - Highway Zone	PR - Parks and Recreation Zone
M1 - Light Industrial Zone	RA - Rural Area Zone
M2 - Medium Industrial Zone; M2hp	RP - Rural Precambrian Uplands Zone
M3 - Heavy Industrial Zone	REX - Rural Aggregate Extraction Zone
R1 - Estate Residential Zone	AIR - Airport Zone
R2 - Single Detached Residential Zone; R2hp	Named Use - Commercial Dock
Parcel Fabric	

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

This map is for general reference only
 Orthophoto: None
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 NAD 1983 UTM Zone 16N 0 5 10 20 Meters
 GCS North American 1983



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**

16 Caesar Road
Application No.: A-1-22-Z.OP
Applicant: 786211 Ontario Limited (c/o Primo Pizza)

Date: January 31, 2022
Time: 5:30 PM

Location: City of Sault Ste. Marie
Civic Centre, Council Chambers
99 Foster Drive

PURPOSE

The applicant, 786211 Ontario Limited (c/o Primo Pizza) wishes to redesignate and rezone the rear 6 metres of 16 Caesar Road to permit 5 commercial parking spaces. These 5 commercial parking spaces are to be used by the abutting Trunk Road business. Access to the proposed parking spaces will only be granted through Trunk Road.

PROPOSED CHANGE

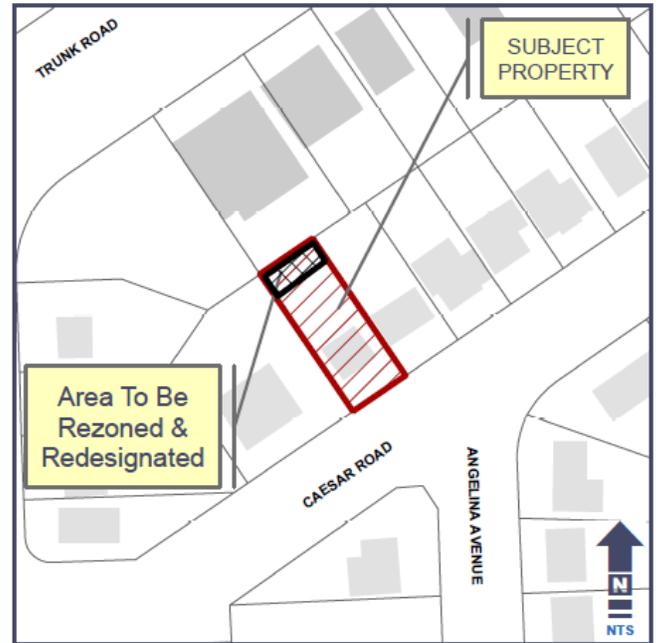
Re-designate the rear 6 metres of 16 Caesar Road from Residential to Commercial on Land Use Schedule C of the Official Plan.

Rezone the rear 6 metres of 16 Caesar Road from Medium Density Residential Zone (R4) to General Commercial Zone (C4.S) with the following special exceptions:

1. Reduce the required frontage from 18 metres to 15 metres.
2. Reduce the required front yard setback from 7.5 metres to 5.5 metres.

HAVE YOUR SAY

Input on the proposed Zoning By-Law 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, January 31, 2022, at 5:30 p.m. to consider a 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 must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Any written submissions received in advance of the meeting will be included with Council’s Agenda. Registered presenters will be provided with instructions as to how to join the meeting in advance. Only those individuals who wish to make a presentation need to register with the City Clerk.

MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, January 28, 2022 as part of City Council’s Agenda. Please contact the Planning Division at 705-759-5368 or planning@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 the Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to planning@cityssm.on.ca with your name, address and application file number on or before **Monday, January 31, 2022**

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 Local Planning Appeal 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 Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

Rachel Tyczinski

From: Christian Provenzano
Sent: Monday, January 24, 2022 2:05 PM
To: City Councillors
Cc: Malcolm White; Rachel Tyczinski; Lisa Bell; Amanda Comegna
Subject: Water Commission and Police Service Board

Council:

As you are all aware, I have served on both the water commission (PUC) and the Police Service Board (PSB) since the beginning of my mayoralty. Councillor Hollingsworth currently serves on the PUC and Councillor Vezeau – Allen on the PSB.

The 2022 budget for the PUC has been approved by the water commission and the final 2022 budget for PSB will be at this week's PSB meeting and our council meeting on Monday. With those matters settled and in reflecting on the year ahead, it occurred to me that it would be prudent to give someone else on Council the experience of sitting on these boards. Both are critical to our community and I think it would be beneficial to the respective organizations and the community – at – large if one or more of you (who are planning to run again) were able to develop experience with them. Of course, I am here and available to offer any ongoing assistance and support that is determined helpful.

If any of you are interested, please let me know by reply email. If we have interested councillors, we will add these decisions to our next agenda. Please feel free to call me if you have any questions.

Sincerely,

CP

Christian Provenzano

Mayor

Office of the Mayor

705.759.5344 Mayor.Provenzano@cityssm.on.ca

CITY OF SAULT STE. MARIE

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

saultstemarie.ca



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-12

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for funding to support the extension of the waterfront walkway.

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 December 7, 2021 between the City and The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding to support the extension of the waterfront walkway.

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 31st day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA



Federal Economic Development
Agency for Northern Ontario
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Agence fédérale de développement
économique pour le Nord de l'Ontario
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-513844

THIS AGREEMENT made as of: December 7, 2021

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the "Agency")
As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

The Corporation of the City of Sault Ste. Marie
(the "Recipient")

WHEREAS in response to an application from the Recipient received July 19, 2021, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 12 – Indemnification and Limitation of Liability
- e) Section 13 – Default and Remedies
- f) Section 14 – Project Assets
- g) Section 15 – General

2.0 The Project

- 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before August 16, 2021 (the "Commencement Date") and is completed on or before October 31, 2022 (the "Completion Date").
- 2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

- 3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:
 - a) 71.43% of the incurred Eligible & Supported Costs of \$700,000 of the Project outlined in Annex 1, and
 - b) \$500,000.
- 3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 19, 2021 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.
- 3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.
- 3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.
- 3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient’s claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency’s portion of the Eligible and Supported Costs set forth in the Recipient’s claim in accordance with the Agency’s customary payment practices.

- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

- 7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.
- 7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project, including for example, a description of work completed to date; a percentage of completion report signed-off by the managing architect or engineer (where applicable); photos that demonstrate the progress of the Project (where applicable); and a report on implementation of environmental mitigation measures (where applicable). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.
- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.

7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.

7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Federal Economic Development Agency for Northern Ontario), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

11.0 Environmental and Other Requirements

11.1 The Recipient represents that the Project is not a "designated project" as defined in the *Canadian Impact Assessment Act*, S.C. 2019, c. 28, s. 1 (IAA) and that an impact assessment (IA) or a determination under section 82 of IAA, are not required for the Project.

11.2 Aboriginal consultation

The Recipient acknowledges that the Agency's obligation to pay the Contribution is conditional upon Canada satisfying any obligation that Canada may have to consult with or to accommodate any Aboriginal groups that may be affected by the terms of this Agreement.

12.0 Indemnification and Limitation of Liability

12.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

12.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

12.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

12.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

13.0 Default and Remedies

13.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

13.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 13.1. Except in the circumstances described in subsections (a) and (b) of section 13.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

13.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Agency at law.

14.0 Project Assets

14.1 Disposal of Assets

The Recipient shall retain title to, and ownership of, the capital assets, the cost of which has been contributed to by the Agency under this Agreement for a minimum of two (2) years after the expiry or early termination of this Agreement, and shall not dispose of the same for a period of two (2) years after the expiry or early termination of this Agreement, without the prior written consent of the Agency. As a condition of such consent, the Agency may require the Recipient to repay the Agency the whole or any part of the Contribution paid to the Recipient hereunder.

15.0 General

15.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

15.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

- 15.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.
- 15.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;
 - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 15.5 Notwithstanding subsection 15.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 15.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.

- 15.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 15.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 15.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 15.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 15.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

15.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
- c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

16.0 Notice

16.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

16.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
2 Queen Street East
Sault Ste. Marie ON P6A 1Y3

Attention: Mr. Nevin Buconjic
Canada Community Revitalization Fund
Northern Ontario Development Program

or to such other address as may be designated by the Agency in writing.

16.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. Malcolm White
Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

16.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-513844

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario

Perreault, Lucie

Digitally signed by Perreault,
Lucie
Date: 2021.12.07 19:16:07 -05'00'

Per:

Name: Lucie Perreault

Title: Program Director, Federal Economic
Development Agency for Northern Ontario
(FedNor)

Date:

RECIPIENT

Per:

Name: Christian Provenzano

Title: Mayor

Date:

Per:

Name: Madison Zuppa

Title: Deputy City Clerk

Date:

I/we have authority to bind The Corporation of the City of Sault Ste. Marie

Annex 1

THE PROJECT - STATEMENT OF WORK

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

Project Number: 851-513844

I. PROJECT SCOPE

- i) Description:
Construction of a boardwalk walkway that completes and connects two sections of the waterfront boardwalk in downtown Sault Ste. Marie. The project is expected to extend local and domestic access and improve the flow of pedestrian movement along the St. Marys River waterfront.
- ii) Project Location:
Sault Ste. Marie, Ontario
- iii) Dates:
 - a) Commencement Date - August 16, 2021
 - b) Completion Date - October 31, 2022
- iv) Key Workplan Activities, Timelines and Milestones:
Key activities include:
 - Select engineering firm from Vendor of Record;
 - Engineering design;
 - Tender for construction services; and
 - Construction.
- v) Performance Measures and Tracking Plan:
Anticipated measurable results include:
 - 1 expanded waterfront development; and
 - Up to 11 construction jobs estimated during the 6 month construction period.

Project activities will be overseen and tracked by an experienced team of professionals including the Deputy CAO, Community Development and Enterprise Services, and the Director of Engineering.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$500,000
- Supported	\$700,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$200,000
		Other	\$0
Total	<u>\$700,000</u>		<u>\$700,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction / Capital	\$616,000		\$616,000
Consulting Fees	\$84,000		\$84,000
TOTAL ELIGIBLE COSTS	<u>\$700,000</u>		<u>\$700,000</u>
<u>Ineligible Costs</u>			
Not applicable			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$700,000</u>

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

The Recipient may carry out the Project in the official language of the Recipient's choice.

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

COSTING MEMORANDUM
Canada Community Revitalization Fund

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between April 19, 2021 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 19, 2021 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-13

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Horse and Pony Club Inc. to extend the Licence to Occupy with the Sault Ste. Marie Horse and Pony Club Inc. for another ten (10) years.

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 January 31, 2022 between the City and Sault Ste. Marie Horse and Pony Club Inc. a copy of which is attached as Schedule "A" hereto. This Agreement is to extend the Licence to Occupy with the Sault Ste. Marie Horse and Pony Club Inc. for another ten (10) years.

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 31st day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 31st day of January, 2022.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

SAULT STE. MARIE HORSE AND PONY CLUB INC.

(hereinafter referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City ("the City Property") identified as a portion of Strathclair Farm as shown on the plan attached and marked as Schedule "B" to this Licence to Occupy City Property for the purpose of equestrian activities. This Licence is subject to the conditions set out in Schedule "A" attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)	_____
)	SAULT STE. MARIE HORSE AND PONY CLUB INC.
)	PRESIDENT – KELSEY KELLEY
)	
)	
)	THE CORPORATION OF THE CITY OF SAULT
)	STE. MARIE
)	
)	_____
)	MAYOR – CHRISTIAN PROVENZANO
)	
)	_____
)	DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A"

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to occupy and maintain the City Property for the purposes of equestrian activities.
2. For the term, the City has no obligation to make any improvements or provide any maintenance to the City Property described in this Licence. These obligations are the Licencee's.
3. **Term**

The Term of this Licence shall commence on the 31st day of January, 2022, and shall be for a period of ten (10) years, terminating on January 30, 2032. This Agreement may be renewed if the Licencee provides the City with notice of its desire to renew this Licence sixty (60) days before expiry of the Term and the parties thereafter successfully negotiate the terms of the renewal of this Licence.

The City or the Licencee may cancel this Licence on giving sixty (60) days' written notice to the other party of their intention to do so.

Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

CITY

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

LICENCEE

President
Sault Ste. Marie Horse and Pony Club Inc.
c/o Kelsey Kelley
106 Southwood Drive
Sault Ste. Marie, Ontario P6B 4M1

4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's animals and property covered under this Licence, the intent being that the City

shall be at no risk or expense to which it would not have been put had the Licencee's property not been so installed, used, maintained, occupied or been removed by the Licencee.

6. The Licencee will not use or permit the use of the City Property for any purpose other than the purpose herein set out.
7. The Licencee agrees to maintain at all times during the currency of this Licence hereinbefore described, a minimum of two million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
8. The Licencees acknowledge that if there is City infrastructure, located on and/or under the City Property the Licencee agrees not to impede access to this Infrastructure by the City where necessary. If the City requires access to the City Property for any purpose the City shall leave the City Property in as neat and tidy a condition as possible.
9. The Licencee agrees to permit the City or its duly authorized agents to enter upon and examine the state of repair of the subject property.
10. The Licencee acknowledges and agrees that it shall maintain and repair as may become necessary from time to time, the roadway running from the barnyard to Old Garden River Road in a proper, sufficient and safe manner and solely at its own expense to include all snowplowing operations on the said roadway, as may be necessary.
11. The Licencee shall not make any alternations or improvements on the subject property without prior written approval of the City's Community Services Department. All such alternations, additions or improvements shall become the property of the City upon installation. No such installations, improvements or fixtures (except furniture and other portable items) shall be removed without the written consent of the City's Community Service Department, given prior to the said removal.
12. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the maintenance, use, occupation of the equestrian facility and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations. Further, the Licensee covenants not to produce on the premises or allow to be brought on the premises any toxic or hazardous substance or any substance which if it were to remain on or escape from the premises would contaminate the premises or any other property in which it came in contact.

13. The Licencee shall comply with any direction of public offices with respect to the subject property or use or occupation thereof and more particularly, without limiting the generality of the foregoing, to post signs relating to "NO SMOKING IN BARNS", "NO TRESSPASSING OVER RESTRICTED AREA" "NO PARKING" and related measures.
14. The Licencee will advertise to the general public the opportunities and advantages of membership in the Sault Ste. Marie Horse and Pony Club Inc. at least twice annually.
15. The Licencee agrees to promptly pay all charges or costs for heat, water, electricity and other utilities of any nature or kind. And, the Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the occupation of the premises.
16. The Licencee agrees to provide the Licencee's Annual Financial Statements within six months of the Licencee's year end.
17. The Licencee agrees to permit a City Representative (Director of Community Services or his/her delegate) to attend Board meetings by providing the Licencee with two (2) weeks advance written notice.
18. The Licencee consents to the registration of this Licence on title to both the City Property and the Licencee's lands benefiting from the Licence. The Licencee shall be responsible for the costs of the said registration of this Licence.

SCHEDULE "B"

ATTACHED TO AND FORMING PART OF A LICENCE OF OCCUPATION AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF SAULT STE. MARIE AND THE SAULT STE. MARIE HORSE AND PONY CLUB INC.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-14

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Crime Stoppers for a grant to assist with reducing the cost of policing and paying rewards.

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 January 1, 2022 between the City and Sault Ste. Marie Crime Stoppers, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant to assist with reducing the cost of policing and paying rewards.

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 31st day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2022.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Sault Ste. Marie Crime Stoppers

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with reducing the cost of policing and paying rewards,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2022 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$25,000, (the “Funds”) for the purpose of operational requirements, as apportioned in Schedule “A”;
- ii. Provide the Funds to the Recipient in accordance with Schedule “A”; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule “A” to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient’s accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Number of calls received leading to an arrest
 - b. Activities undertaken to raise awareness

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

Sault Ste. Marie Crime Stoppers

NAME

NAME

(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

Sault Ste. Marie Crime Stoppers provides the community with a tool to anonymously report criminal activity and contribute to an improved quality of life in the District of Algoma. Crime Stoppers pays rewards for tips that lead to arrests or successful conclusions. The City contributes an amount to assist with reducing the cost of policing and paying rewards.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Rewards for tips	\$25,000
Total:	\$25,000

3. MAXIMUM FUNDS \$25,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account when claims are received and approved.

5. EXPIRY DATE

December 31, 2022

SCHEDULE "B"

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: Sault Ste. Marie Crime Stoppers

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes No If not, please provide explanation.

	YTD 2022	2021	2020	2019	2018
Number of calls received leading to an arrest			24	57	87
Activities undertaken to raise awareness			3	14	12
Annual financial surplus/deficit					
Number of fundraising initiatives and amount raised per event					

3. Other Performance Measures:

a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b. If not, provide an explanation why and how it affected the Project.

4. 2023 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-15

COST RECOVERY FIRE SERVICES: A By-law to establish cost recovery fees and charges for the provision of specified Fire Services within the City of Sault Ste. Marie

WHEREAS section 2 of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended, authorizes a municipality to establish a Fire Department to provide firefighting and fire protection services and for participating in an emergency fire services program;

AND WHEREAS The Corporation of the City of Sault Ste. Marie (the “City”) has established a Fire Department being the Sault Ste. Marie Fire Services (“Fire Services”) to deliver firefighting and related emergency services;

AND WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, authorize a municipality to pass by-laws necessary or desirable for municipal purposes, and in particular paragraph 3 of subsection 11(2) authorizes by-laws respecting the financial management of the municipality;

AND WHEREAS subsection 391(1) of the *Municipal Act, 2001* provides that sections 9 and 11 of that Act authorize a municipality to impose fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property, including property under its control;

AND WHEREAS subsection 391(2) of the *Municipal Act, 2001* provides that a fee or charge imposed for capital costs related to services or activities may be imposed on persons not receiving an immediate benefit from the services or activities but who will receive a benefit at some later point in time;

AND WHEREAS subsection 391(3) of the *Municipal Act, 2001* provides that the costs included in a fee or charge may include costs incurred by the municipality or local board related to administration, enforcement and the establishment, acquisition and replacement of capital assets;

AND WHEREAS subsection 391(4) of the *Municipal Act, 2001* provides that a fee or charge may be imposed whether or not it is mandatory for the municipality or local board imposing the fee or charge to provide or do the service or activity, pay the costs or allow the use of its property;

AND WHEREAS subsection 391(5) of the *Municipal Act, 2001* provides that, in the event of a conflict between a fee or charge by-law and the *Municipal Act, 2001*, or any other act or regulation made under any other act, the by-law prevails;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

DEFINITIONS

1. In this By-law,
 - a. “agency” includes any law enforcement agency, public utility, provincial or federal ministry together with any of its agencies, boards and commissions, the Electrical Safety Authority and the Technical Standards & Safety Authority, together with any other entity that has statutory, regulatory or oversight authority;
 - b. “care facility” means a property being used to provide health care and related services for residents who require medical or nursing care, or rehabilitation services for the rehabilitation of injured, disabled, or sick persons, and also means a property being used as a long-term care home as defined under the Long-Term Care Homes Act, 2007, S.O. 2007, c.8;
 - c. “Corporation” means The Corporation of the City of Sault Ste. Marie;
 - d. “Cost Recovery Fees” are as set out in the City’s User Fee and Service Charges By-law and shall include all fees as provided for in this By-law, including but not limited to a Nuisance False Alarm Fee, Working on System-Not Notified Alarm Fee, Malicious False Alarm Fee, Natural Gas Leak Response Fee, Investigation and Compliance Inspection Fee, and any fees resulting from matters set out in Section 8 of this By-law, and further shall include any other applicable fees, taxes and administration fees;
 - e. “emergency system” includes a sprinkler system, standpipe system, fire extinguishing system, smoke control system, emergency power system, fire pump system, voice communication system or any other device monitored through a fire alarm system;
 - f. “Fire Department Specific Response Fees” means any Cost Recovery Fees as provided for in this By-law and the City’s User Fee and Service Charges By-law for Fire Services attendance at a property for which the property owner has Fire Department insurance coverage;
 - g. “Fire Services” means a Division of the Corporation and being a fire department within the meaning of the *Fire Protection and Prevention Act 1997*, S.O. 1997, c.4, as amended, and is deemed to include any fire department personnel of the Fire Services;
 - h. “firefighting and emergency services” includes all services related or incidental to the prevention, control and suppression of fires and the protection of lives and property, but excludes the provision of emergency medical and paramedical aid to victims of life threatening injury or trauma;
 - i. “Indemnification Technology®” shall mean Fire Department incident reporting, data collection and property insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils;

- j. “malicious act” means a wrongful act done intentionally by any person without just cause or excuse;
- k. “member” means a full-time firefighter, volunteer firefighter and officer of Fire Services;
- l. “fire department personnel” means Fire Chief, Assistant Fire Chiefs, Deputy Chiefs and members of Fire Services;
- m. “nuisance false alarm” means the activation of a fire alarm system or emergency system through a mechanical failure, equipment malfunction, improper installation of the system or failure to maintain the system as prescribed by the Fire Code being O.Reg. 213/07, as amended, but does not include the activation of a fire alarm system where the activation occurred as a result of accidental damage to the system;
- n. “person” includes an individual, sole proprietorship, partnership, corporation, municipal corporation, unincorporated association or organization, trust, and a natural person in his or her capacity as trustee, executor, administrator, or other legal representative;
- o. “property” means any public or private real property within the City of Sault Ste. Marie and any public or private real property to which Fire Services is under a Fire Protection Agreement to provide Fire Department Response Services or Mutual Aid, including buildings, structures and erections of any nature and kind in or upon such lands, but excludes real property owned by the Federal or Provincial Crown; and
- p. “property owner” means the registered owner of property or any person, firm or corporation having control over or possession of the property or any portion thereof, including a property manager, mortgagee in possession, receiver and manager, trustee and trustee in bankruptcy.

IMPOSITION OF FEES

- 2. The City hereby authorizes the imposition of cost recovery fees from time to time in accordance with the provisions of this By-law.

FIRE ALARMS

- 3. If Fire Services attends at a property in response to a fire alarm and upon conducting an investigation fire department personnel determine that the alarm is a nuisance false alarm, that fire department personnel have responded to and have directed the property owner to repair or have already responded to an alarm of similar nature, the property owner shall be charged the applicable Nuisance False Alarm Fee and any other applicable fees and taxes as set out in the City’s User Fee and Service Charges By-law.
- 4. If a property owner fails to notify Fire Services in advance of any work being conducted on a fire alarm system or emergency system at a property, and as a result of the work being done on a fire alarm system or emergency system a false alarm is triggered, the property owner shall be charged the applicable Working on System – Not Notified Alarm Fee and any other applicable fees and

taxes as set out in the City's User Fee and Service Charges By-law if Fire Services responds to the false alarm.

5. If Fire Services responds to a fire alarm and upon conducting an investigation fire department personnel determine that the alarm is a false alarm occurring as a result of a malicious act, the property owner shall be charged the applicable Malicious False Alarm Fee and any other applicable fees and taxes as set out in the City's User Fee and Service Charges By-law.

NATURAL GAS INCIDENT RESPONSE

6. If Fire Services attends at a property in response to a natural gas leak in which the property owner or contractor have not had an underground utilities locate completed, and fail to supply the official documentation of the completed locate, the property owner shall be charged the applicable Natural Gas Leak Response Fees and any other applicable fees and taxes as set out in the City's User Fee and Service Charges By-law.

GROW OPERATIONS/CLANDESTINE LABORATORIES

7. If Fire Services attends at a property as a result of a cannabis grow-operation investigation and/or compliance inspection, the property owner shall be charged the applicable Investigation and Compliance Inspection Fee and any other applicable fees and taxes as set out in the City's User Fee and Service Charges By-law.
8. If Fire Services responds to a request for assistance, response and/or remediation from a person, property owner or designate, another agency or a care facility to suppress or extinguish a fire, preserve property, prevent a fire from spreading or otherwise control and eliminate an emergency at a property that is being used as a grow operation or a clandestine laboratory for the manufacture, cultivation, trade or distribution of a controlled substance as that term is defined in the *Controlled Drugs and Substances Act* (S.C. 1996, c.19), the following shall apply:
 - (a) if the Fire Chief or his/her designate determines that it is necessary to retain a private contractor, rent special equipment, or use consumable materials other than water, and medical supplies, in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Fire Services for retaining a private contractor, renting special equipment and/or using consumable materials, as applicable and any other applicable fees and taxes, and such expenses shall be recovered as a fee under this By-law;
 - (b) all of the expenses incurred by Fire Services as a result of the attendance, which include, but are not limited to the costs of vehicles, labour, equipment, materials and administration, shall be charged to the property owner along with any applicable fees and taxes, and such expenses shall be recovered as a fee under this By-law; and
 - (c) if in providing such assistance, response and/or remediation at a property and Fire Services incurs damage or contamination to equipment such as personal protective equipment, hoses or other non-consumable materials that require cleaning and decontamination or replacement thereof, as a result of the service to suppress or

extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Fire Services for cleaning and decontamination or replacement of equipment, as applicable and any other applicable fees and taxes, and such expenses shall be recovered as a fee under this By-law.

ADMINISTRATION AND ENFORCEMENT

9. The Cost Recovery Fees that shall be charged in accordance with this By-law are set out herein and in the City's User Fee and Service Charges By-law.
10. The Cost Recovery Fees payable by a person pursuant to this By-law and the City's User Fee and Service Charges By-law also include:
 - (a) an Administration Fee in the sum of ten (10%) percent of the total fee payable by the person; and
 - (b) thereafter, Harmonized Sales Tax ("HST") where applicable.

and are referred to collectively as the "Total Fee Payable".

11. The Corporation shall deliver an invoice to each person upon whom a Cost Recovery Fee is imposed pursuant to this By-law and the City's User Fee and Service Charges By-law and the person shall pay the Total Fee Payable within thirty (30) days of receipt of the invoice. The invoice shall set out the Total Fee Payable.
12. The Corporation may deliver an invoice either personally, or by registered mail, or by ordinary mail to a person's home address or, in the case of a property owner, to the property owner's address as recorded on the Corporation's assessment roll. Receipt of an invoice shall be deemed to have occurred:
 - a) on the date of delivery in the case of personal delivery;
 - b) three days after mailing by registered mail if delivered to an address within the City of Sault Ste. Marie;
 - c) five days after mailing by registered mail if delivered to an address outside of the City of Sault Ste. Marie;
 - d) five days after mailing by ordinary mail if delivered to an address within the City of Sault Ste. Marie, or
 - e) seven days after mailing by ordinary mail if delivered to an address outside of the City of Sault Ste. Marie.
13. Payment of the Total Fee Payable is due within thirty (30) days of receipt of an invoice issued by the Corporation setting out the Total Fee Payable pursuant to this By-law and the City's User Fee and Service Charges By-law unless otherwise stated.
14. If a person who is charged a fee under this By-law and the City's User Fee and Service Charges By-law fails to pay the Total Fee Payable within thirty (30) days of receipt of an invoice, the person shall be charged interest commencing on the thirty-first day that the Total Fee Payable remains

unpaid at the rate as stipulated in the City's User Fee and Service Charges By-law unless precluded by by-law or legislation.

15. If a property owner who is charged a fee under this By-law and the City's User Fee and Service Charges By-law fails to pay the Total Fee Payable within ninety (90) days of receipt of an invoice, the Corporation may add the Total Amount Payable, including interest, to the tax roll for any real property in the City of Sault Ste. Marie registered in the name of the property owner and collect the fee, including interest, in like manner as municipal taxes.
16. The Corporation may use Indemnification Technology® to assess applicable insurance coverage for Fire Department Specific Response Fees.
17. Where the Corporation believes and/or Indemnification Technology® indicates Fire Department Specific Response Fees are applicable but the property owner does not have, in part or in full, insurance coverage for the Cost Recovery Fees charged for the property, the Corporation may adjust the Fire Department Specific Response Fees to the extent of insurance coverage upon provision by the owner of evidence, to the satisfaction of the Corporation, that no such insurance coverage exists or to demonstrate the limits of such coverage.
18. In the event that the Corporation makes an adjustment as contemplated in Section 17 of this By-law and Indemnification Technology® recovers the Fire Department Specific Response Fees for the property leaving a balance of the applicable Cost Recovery Fees unrecovered, the Corporation may pursue the balance of the Total Fee Payable that remains outstanding by adding the Total Amount Payable that is outstanding, including interest to the tax roll for any real property in the City of Sault Ste. Marie registered in the name of the property owner and collect the unrecovered Total Fee Payable, including interest, in like manner as municipal taxes.
19. A fee imposed upon a person under this By-law, including any interest charges and costs of collection, constitutes a debt of the person to the Corporation.

GENERAL

20. Should any part of this By-law be determined by a Court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of Council that such invalid part of the By-law shall be severable and that the remainder of this By-law shall continue to operate and to be in force and effect.
21. Words importing the singular number shall include the plural, and words importing the masculine gender shall include the feminine, and the converse of the foregoing also applies, unless the context of the By-law otherwise requires.
22. Any decision or determination required to be made by the City or any official of the City under this By-law shall be made in the sole and absolute discretion of the City or the City official.
23. This By-law shall be known as the "Cost Recovery By-Law Fire Services".

BY-LAW REPEALED

24. By-law 2020-212 is hereby repealed.

ENACTMENT

25. This By-law shall come into force and take effect on January 31, 2022.

PASSED in open Council this 31st day of January, 2022.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-16

PROPERTY SALE: A by-law to authorize the sale of surplus property being civic 499 Queen Street West, legally described in PIN 31578-0215 (LT) to The Federal Bridge Corporation Limited.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to The Federal Bridge Corporation Limited or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE “A”**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

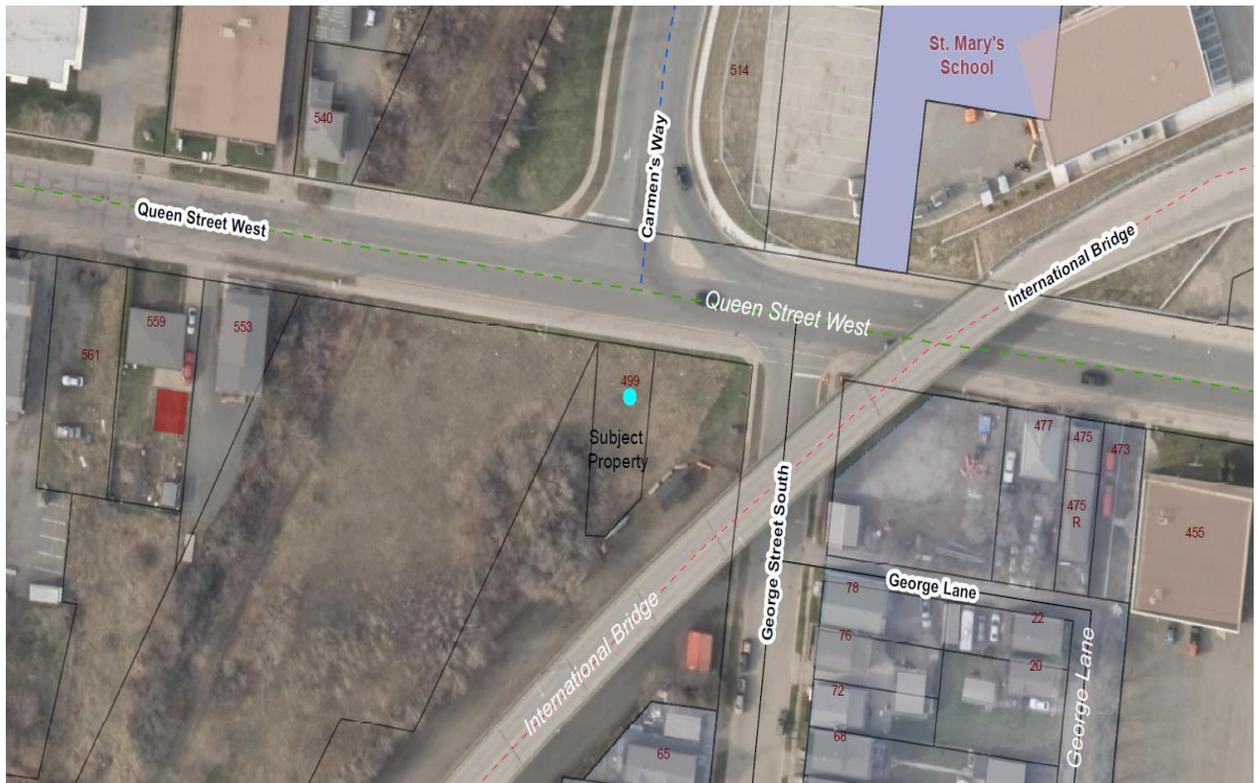
SCHEDULE "A" TO BY-LAW 2022-16

PURCHASER: THE FEDERAL BRIDGE CORPORATION LIMITED

ADDRESS: 499 QUEEN STREET WEST
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31578-0215 (LT) PT LT 12 S/S SUPERIOR ST
PL TOWN PLOT OF ST. MARY'S AS IN T430377;
SAULT STE. MARIE

CONSIDERATION: ONE (\$1.00) DOLLAR



da LEGAL\STAFF\COUNCIL\BY-LAWS\2022\2022-16 499 QUEEN ST E - SALE.DOCX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-17

PROPERTY ACQUISITION: A by-law to authorize the acquisition of property located at civic 395 Queen Street West (The Federal Bridge Corporation Limited).

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

1. **PROPERTY ACQUISITION**

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

2. **EXECUTION OF DOCUMENTS**

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

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A"

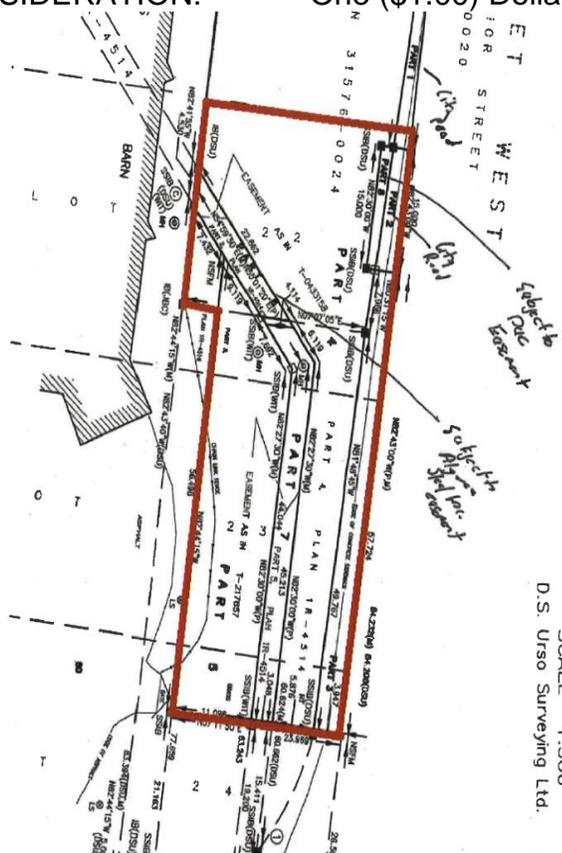
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: The Federal Bridge Corporation Limited

ADDRESS: Part 395 Queen Street West

LEGAL DESCRIPTION: PART PIN 31576-0355 (LT) PT LOTS 19, 20, 21, 22, 23, 24 ORIGINAL TOWN PLOT SOUTH SIDE SUPERIOR STREET BEING PART 1, PART OF PART 4, PARTS 5, 6, 7 AND 8 PLAN 1R13282PIN 31508-0078 (LT) PT SEC 7 TARENTORUS AS IN T341141; SAULT STE. MARIE

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



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-18

PROPERTY SALE: A by-law to declare the City owned property legally described as Part PIN 31613-0365 (LT) PART OF SECTION 4 AWENGE; CITY OF SAULT STE. MARIE, being part of civic 903 Base Line, as surplus to the City's needs and to authorize the disposition of the said property to Enbridge Gas Distribution or as otherwise directed.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Enbridge Gas Distribution or as otherwise directed.

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of January, 2022.

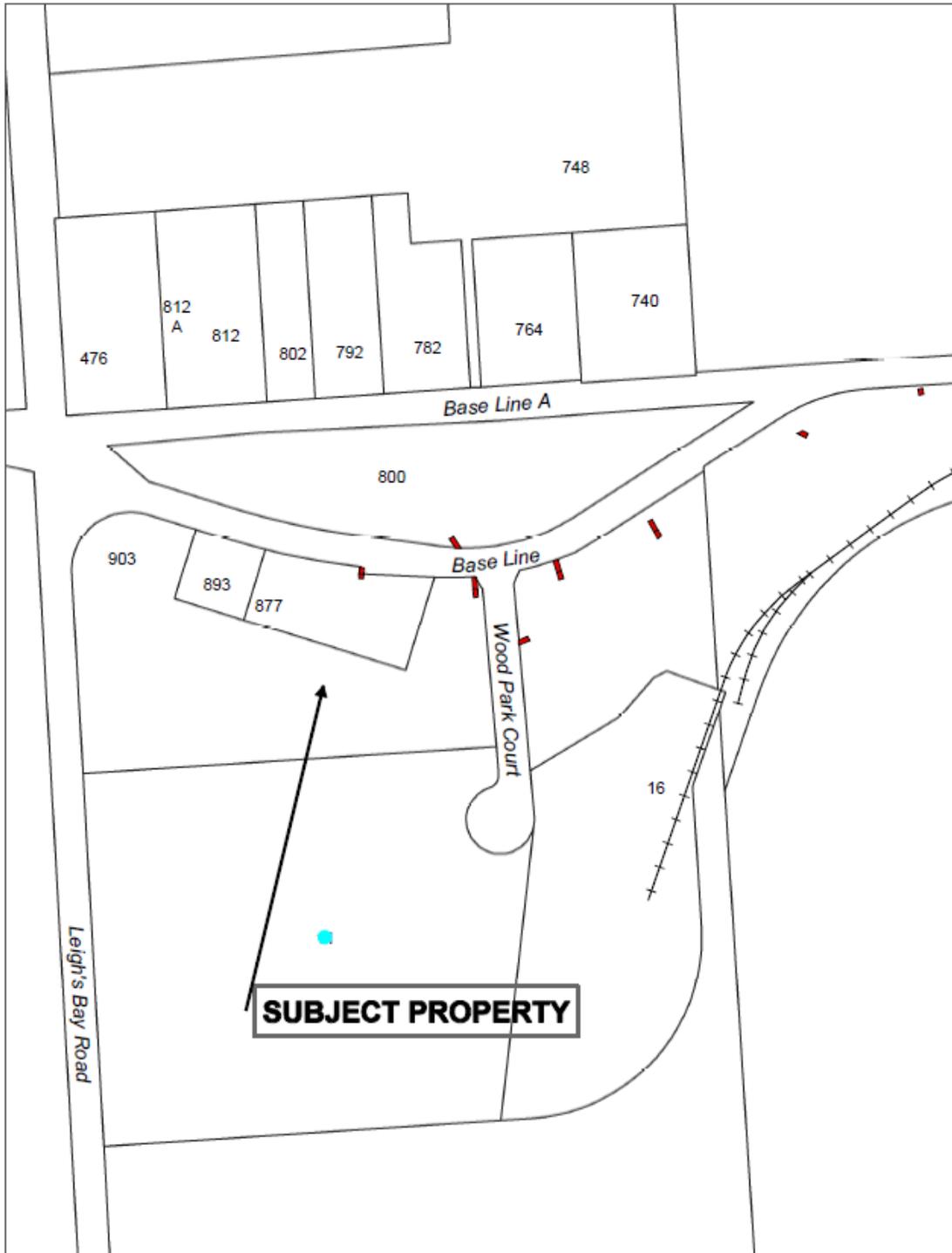
MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A" TO BY-LAW 2022-18

PURCHASER: ENBRIDGE GAS DISTRIBUTION

LEGAL DESCRIPTION: PART PIN: 31613-0365 (LT)
PART OF SECTION 4 AWENGE; CITY OF SAULT STE. MARIE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-19

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and 5009991 Ontario Inc. (Jeffrey Dwor), for the sale of the M.S. Norgoma to 5009991 Ontario Inc. (Jeffrey Dwor) of Port Colborne Ontario.

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 January 31, 2022 between the City and 5009991 Ontario Inc. (Jeffrey Dwor), a copy of which is attached as Schedule "A" hereto. This Agreement is for the sale of the M.S. Norgoma to 5009991 Ontario Inc. (Jeffrey Dwor) of Port Colborne Ontario.

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 31st day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 31st day of January, 2022.

AMONG:

The Corporation of the City of Sault Ste. Marie

(hereinafter referred to as the “Vendor”)

OF THE FIRST PART

– and –

5009991 ONTARIO INC., a corporation under the laws of Ontario

(hereinafter referred to as the “Purchaser”)

OF THE SECOND PART

WHEREAS the Purchaser has agreed to purchase from the Vendor all of the Vendor's right, title and interest in the Vessel listed in Schedule “A” (the “Vessel”), on an “as is”, “where is” basis;

THIS AGREEMENT WITNESSETH that in consideration of the covenants, agreements, warranties and payments herein set out and provided for, the parties hereto hereby respectively covenant and agree as follows:

1. Purchased Asset

(1) Subject to the terms and conditions hereof, the Vendor covenants and agrees to sell, assign, and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from the Vendor the Vessel.

2. Purchase Price and Payment

(1) The aggregate purchase price payable by the Purchaser to the Vendor for the Vessel will be TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00) (the “Purchase Price”) plus any applicable Harmonized Sales Tax (HST).

(2) The Purchase Price shall be payable and paid as follows:

- a) A non-refundable certified cheque deposit of TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00) on account of the Purchase Price (the “Deposit”), which is to be paid to the Vendor by January 31, 2022.

(3) If the Purchaser fails to complete this transaction by any reason, the Vendor is entitled to the Deposit and it shall not be released to the Purchaser.

3. Closing Date

(1) The closing date will be May 15, 2022 and at that date the transfer of title and possession will take place. The closing date may be earlier than May 15th, 2022 by mutual consent of both parties.

(2) Until May 15, 2022, or an earlier date if agreed to between the parties, the City of Sault Ste. Marie, Ontario agrees to pay any dock rental fees. Currently, the dockage fees are \$40.00 per day and \$1,200.00 per month.

4. Representations and Warranties of the Vendor

(1) The Vendor covenants, represents and warrants as follows as of the date hereof and it acknowledges that the Purchaser is relying upon such covenants, representations and warranties in connection with the purchase by the Purchaser of the Vessel:

- a) No person, firm or corporation has any agreement or option or any right (whether by law, pre-emptive or contractual and including convertible securities, warrants or convertible obligations of any nature) for the purchase of the Vessel.
- b) The entering into of this agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents or by-laws of the Vendor or of any indenture or other agreement, written or oral, to which the Vendor may be a party.
- c) This agreement has been duly executed and delivered by the Vendor and is a valid and binding obligation of the Vendor enforceable in accordance with its terms.
- d) There are no existing lawsuits or proceedings before any court, administrative tribunal or government which have not been disclosed to the Purchaser or threatened legal actions or claims involving the Vessel.
- e) There are no liens, charges or encumbrances of any kind whatsoever on the Vessel. None of the assets, and specifically equipment, will be leased or encumbered as at the Closing Date.
- f) The Vendor certifies that no notice of non-compliance has been issued by the municipal, provincial, federal or other authorities in respect to the Vessel.
- g) The Vendor certifies that the Vessel and all other things being purchased shall be and remain until completion at the risk of the Vendor.
- h) The Vessel is being sold "as is" and makes no representations or warranties as to the state of the Vessel save for those explicitly contained in this Agreement.

5. Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Vendor as follows:

- a) This agreement has been duly executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable in accordance with its terms.

6. Covenants of the Vendor

(1) The Vendor shall provide the Purchaser or its agents with access to the Vessel for the purpose of conducting a property condition, environmental, building code or other similar inspection upon forty-eight (48) hours' notice by the Purchaser. The Parties agree to attempt to schedule any inspection so as to minimize any disruption caused by them.

(2) The Vendor shall deliver to the Purchaser any and all information pertaining to the Vessel in its possession including but not limited to any contacts, operating expense statements, vessel inspections, marine surveys, insurance documents, environmental reports and any other reports or information in the Vendor's possession. All reports shall be delivered to the Purchaser within fifteen (15) days of executing this agreement.

(3) The Vendor shall execute any documents necessary to transfer the registration of the Vessel to the Purchaser after the Closing Date.

7. Purchaser's Covenants

(1) The Purchaser shall be responsible for any and all environmental obligations related to the Vessel at the Closing Date including any required clean up and/or remediation as the Purchaser may deem necessary.

(2) The Purchaser and its agents, agree to follow the direction of the City representative when boarding the vessel for inspections as per section 6(1) above. During this time the representatives from the purchaser will wear all required personal protective equipment as required by the City representative. The Purchaser will sign a waiver prepared by the City prior to attending on the Vessel.

8. Deliveries by the Vendor

(1) On the Closing Date, the Vendor shall deliver or cause to be delivered to the Purchaser the following:

- a) All keys, and access codes for the Vessel;
- b) All necessary licences with respect to the Vessel;
- c) All books and records of the Vessel; and
- d) A certificate confirming that the representations and warranties of the Vendor made in or pursuant to this Agreement shall be true and accurate at the Closing Date.

9. Purchaser's Deliveries

(1) On the Closing Date, the Purchaser shall deliver or cause to be delivered to the Vendor the following:

a) A copy of the resolutions of the board of directors of the Purchaser approving the transfer of the Vessel to the Purchaser, if applicable.

10. Notices

(1) Any notice, direction or other instrument required or permitted to be given to the Vendor hereunder shall be in writing and may be given by mailing the same postage prepaid or delivering the same addressed to the Vendor at:

City of Sault Ste. Marie
Attention: Tom Vair, Deputy CAO
99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

with a copy that shall not constitute notice to:

(2) Any notice, direction or other instrument required or permitted to be given to the Purchaser or the Corporation hereunder shall be in writing and may be given by mailing the same postage prepaid or delivering the same addressed to the Purchaser or the Corporation at:

P.O. Box 37
Port Colborne, ON
L3K 5V7

Attn: Jeffrey Dwor

Any notice, direction or other instrument aforesaid if delivered, shall be deemed to have been given or made on the date on which it was delivered or if mailed, shall be deemed to have been given or made on the fifth business day following the day on which it was mailed.

11. Costs

(1) Except as otherwise set out herein, each of the parties hereto shall pay its own legal, accounting and other costs and expenses associated with this transaction and this agreement.

12. Entire Agreement

(1) This agreement constitutes the entire agreement between the parties hereto. There are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties hereto and this agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

13. Counterparts and Electronic Execution

(1) This Agreement may be executed in any number of counterparts each of which will be

deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the parties may rely on such electronic execution as though it were an original handwritten signature.

14. Proper Law of Contract

(1) This agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario. Each of the parties hereto hereby irrevocably submits and attorns to the jurisdiction of the courts of the Province of Ontario.

15. Benefit and Binding Nature of the Agreement

(1) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto effective the day and year first mentioned above.

5009991 ONTARIO INC.

Per: _____
Jeffrey Dwor
I have authority to bind the Corporation

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

Per: _____
Mayor - Christian Provenzano

Per: _____
Deputy City Clerk - Madison Zuppa

SCHEDULE "A"

Vessel:

Name: M.S. Norgoma

Manufacturer: Canadian Shipbuilding & Engineering Ltd.

Official Number: 190429

Registry date: 1950-04-29

Additional equipment agreed to:

All fixtures, chattels and equipment on or enclosed within the vessel.

All of the foregoing together with all equipment and accessories appurtenant thereto collectively referred to as the "Vessel".

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-20

USER FEES: A by-law to amend User Fees By-law 2021-224.

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

1. **BY-LAW 2021-224 AMENDED**

By-law 2021-224 is amended by deleting Schedule "G" and inserting the Schedule "G" 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 31st day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK - MADISON ZUPPA

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2021-224 - Schedule "G"

FIRE SERVICES

<i>Services Offered</i>	2021 Current Fee	2022 Proposed Fee	GST/HST Included or Added
INSPECTION CHARGES			
- File Search	\$68.00	\$69.36	Added
- Request Inspections	\$118.50	\$120.87	Added
- Report Requests	\$101.00	\$103.02	Added
* NEW Rush Fee - 72 hours or less add \$50		\$50.00	Added
AIR BOTTLE REFILLS			
- Refill per bottle	\$7.50	\$7.65	Included
TRAINING			
- Fire Extinguisher Training (30 person maximum)	\$116.00	\$118.32	Added
BURNING PERMITS			
- New (First) Burning Permit - Valid for 3 years	\$75.00	\$75.00	Exempt
- Burning Permit - Renewal 4 year	\$60.00	\$60.00	Exempt
- Burning Permit - Annual	\$30.00	\$30.00	Exempt
APPROVALS			
- Approvals - Fireworks - Consumer/Family	\$75.75	\$77.27	Added
- Approvals - Fireworks - Exhibition	\$252.50	\$257.55	Added
* NEW Rush Fee - 72 hours or less add \$50		\$50.00	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			
- 1st Call Recovery Fee - No charge	\$0.00	\$0.00	Added
- 2nd Call Recovery Fee - current MTO rate per truck per call	\$485.00	\$509.89	Added
- 3rd Call Recovery Fee - current MTO rate per truck per call	\$970.00	\$1,019.78	Added
- 4 or more calls - # of calls x current MTO rate per truck per call			Added
Natural Gas Incident Response - caused by no locate			
Natural Gas Leak Response Fee			
- current MTO rate per truck per call	\$485.00	\$509.89	Added
Grow Operation/Clandestine Laboratories			
Compliance Inspection Fee and any Fees/Expenses set out Section 8 of City's Cost Recovery By-Law Fire Services, as amended			
- current MTO rate per truck per call	\$485.00	\$509.89	Added
- plus any additional costs incurred			Added
All Cost Recovery Fees are subject to an Administration Fee - 10% of costs billed.			

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-21

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and District of Sault Ste. Marie Social Services Administration Board to enable Emergency Medical Services (EMS) to continue the use and responsibilities of the Supra Box Key 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 Amending Agreement dated January 31, 2022 between the City and District of Sault Ste. Marie Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is to enable Emergency Medical Services (EMS) to continue the use and responsibilities of the Supra Box Key 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 31st day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

SUPRA BOX AGREEMENT

THIS AMENDING AGREEMENT made in triplicate this 31st day of January, 2022.

B E T W E E N:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

(hereinafter referred to as the "Paramedic Service")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as "Fire Services")

WHEREAS the Paramedic Service and Fire Services entered into a Supra Box Agreement ("Main Agreement") to permit Paramedic Service with access to Supra Box keys to utilize, if necessary, in its response to an emergency;

AND WHEREAS the term of the Main Agreement commences on January 1, 2020 for a period of two (2) years ending December 31, 2021;

AND WHEREAS Section 1 of the Main Agreement provides the parties with the option to renew the Main Agreement on a year-to-year basis unless either party provides notice of termination as required pursuant to Section 5 of the Main Agreement;

AND WHEREAS the parties consider it desirable to continue their participation in a Supra Box Agreement on the same terms and conditions as set out in the Main Agreement for a further two (2) year term;

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. TERM

This Agreement shall be in effect commencing January 1, 2022, for a period of two (2) years ending December 31, 2023 ("Term"). The Term shall automatically renew on a year to year basis upon the successful negotiations of the parties as to terms and conditions of any renewal, and unless either party provides notice of termination as required pursuant to Section 5 of the Main Agreement.

2. NOTICE

The contact information for the Paramedic Service in Section 6(c) of the Main Agreement shall be amended as follows:

in the case of the Paramedic Service:

Katie Kirkham, Chief Paramedic Services
District of Sault Ste. Marie Social Services Administration Board
EMS – Social Services
540 Albert Street East
Sault Ste. Marie, ON P6A 5L8
k.kirkham@socialservices-ssmd.ca

2. The parties acknowledge and agree that all other terms and conditions as set out in the Main Agreement shall apply to this Supra Box Agreement for the Term.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

**DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION
BOARD**



M. NADEAU, CAO
I have authority to bind the Corporation

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

MAYOR – CHRISTIAN PROVENZANO

**DEPUTY CITY CLERK - MADISON
ZUPPA**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-23

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and District of Sault Ste. Marie Social Services Administration Board to enable Emergency Medical Services (EMS) to continue to utilize the existing fuel supply located at Fire Services.

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 January 31, 2022 between the City and District of Sault Ste. Marie Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is to enable Emergency Medical Services (EMS) to continue to utilize the existing fuel supply located at Fire Services.

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 31st day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

PARAMEDIC SERVICES FUEL SUPPLY AGREEMENT

THIS AMENDING AGREEMENT made in triplicate this 31st day of January, 2022.

B E T W E E N:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD
(hereinafter referred to as the "Paramedic Service")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as "Fire Services")

WHEREAS the Paramedic Service and Fire Services entered into a Paramedic Services Fuel Supply Agreement to permit Paramedic Service with access to fuel its land ambulance vehicles at the Fire Halls #1 and #4;

AND WHEREAS the term of the Main Agreement commences on January 1, 2020 for a period of one (1) year ending December 31, 2020;

AND WHEREAS the parties continued the terms of the Main Agreement for the period commencing January 1, 2021 to December 31, 2021;

AND WHEREAS Section 1 of the Main Agreement provides the parties with the option to renew the Main Agreement on a year-to-year basis, subject to successful negotiations between Fire Services and the Paramedic Service on a renewal;

AND WHEREAS the parties consider it desirable to continue their participation in a Fuel Supply Agreement on the same terms and conditions as set out in the Main Agreement for a further two (2) year term;

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. TERM

This Agreement shall be in effect commencing January 1, 2022, for a period of two (2) years ending December 31, 2023 ("Term") provided that the Paramedic Service shall have the option to renew this Agreement on a year-to-year basis, subject to successful negotiations between the Fire Services and the Paramedic Service on a renewal. The Paramedic Service shall provide the Fire Service with at least three (3) months' written notice to the Fire Service of its intent to renew and therefore negotiations shall ensue. If the parties cannot agree to renewal terms for the next Term, the Agreement shall terminate at the end of the Term, or renewal Term as applicable.

2. The parties acknowledge and agree that all other terms and conditions as set out in the Main Agreement shall apply to this Paramedic Fuel Supply Agreement for the Term and also for the period commencing January 1, 2021 to December 31, 2021.

IN WITNESS WHEREOF the parties hereto have duly executed this Paramedic Fuel Supply Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

**DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION
BOARD**



M. NADEAU, CAO

I have authority to bind the Corporation

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK - MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-24

**FOR THE CONTROL AND MANAGEMENT OF WASTE AND
RECYCLING**

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REGULATIONS: A By-Law for the management of waste and recycling in the City of Sault Ste. Marie.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Sections 10(1) allowing a municipality to provide a service desirable for the public, 74 and 76 of the *Municipal Act, S.O. 2001, c 25*, and amendments thereto ENACTS as follows:

1.0 Definitions

In this By-Law.

- 1) **Ashes** – the residue including soot, of any kind of fuel or waste after consumption by fire.
- 2) **Automated cart collection** – a type of collection truck that allows the operator to control a mechanical arm that can pick up and empty a Roll-out cart without manually moving the refuse.
- 3) **Bag Tag** – a purchasable municipal identification tag that labels refuse that is in excess of the curbside limit. A bag tag must be clearly visible for collectors. A tagged bag may be placed within a Roll-out cart.
- 4) **City** – the Corporation of the City of Sault Ste. Marie.
- 5) **Collector** – a City employee or person under contract to the City to collect waste or recyclables under the provisions set forth in this By-Law.
- 6) **Commercial Waste Container** – a waste container with or without casters that serves the ICI sector of the community of this By-Law.
- 7) **Compacted Waste** – garbage that has been compressed by mechanical or other means.
- 8) **Compostable Material** – organic material which through the process of decomposition, becomes dark earthy material that can be returned to the soil and includes the following:
 - a) leaf and yard waste including grass clippings, leaves and garden waste;
and
 - b) vegetable waste material.
- 9) **Curbside Recyclables** – recyclable material that is accepted in the City's curbside recycling program, and includes:
 - a) **Containers (Blue Lid):** steel cans, aluminum cans, glass bottles and jars, polyethylene plastic commonly referred to as #1 PETE plastic containers, high-density polyethylene commonly known as #2 HDPE plastic

containers, aluminum food and drink containers and all other containers when accepted in the recycling program.

- b) **Paper and Fibre (Grey Lid):** fibre, including newspapers, flyers, magazines, catalogues, boxboard, cardboard boxes, paper cartons, milk cartons, all paper products, hard and soft cover books, and all other products when included in the program.
- 10) **Deputy CAO** – means Deputy Administrative Officer of Public Works and Engineering Services or his/her designate.
- 11) **Director** – the Director of Public Works or his/her designate.
- 12) **Door Hanger** – an educational tool left on an occupant’s door when they are not home, identifying the waste management issue and the potential resolve.
- 13) **Dwelling** – a place of residence with its own sleeping, cooking, eating and sanitary facilities for persons, and includes a single family home and apartment units, tenement or other multiple dwellings.
- 14) **Hazardous and Special Products or HSP** – any and all residential hazardous waste originating from a place of residence, including but not limited to: caustics, acids, aerosols, used motor oil, household batteries, automotive batteries, poisons, pesticides, paint, reactive waste and sharps (needles), fluorescent lights, propane tanks, foam insulation tanks, helium tanks.
- 15) **Household Special Product (HSP) Depot** – the Hazardous and Special Products Depot which collects and packages HSP located at the Fifth Line Landfill site property.
- 16) **ICI Sector** – industrial, commercial or institution premises.
- 17) **ICI Recyclables** – any recyclables resulting from the operation and maintenance of any industrial, commercial or institutional premises.
- 18) **ICI Waste** – any waste resulting from the operation and maintenance of any industrial, commercial or institutional premises.
- 19) **Medical Waste Exemption Tag** – tags that may be applied for by residents for extra refuse generated due to a medical reason. Application must include approval from a caregiver or doctor.
- 20) **Multi-Family Dwelling** – any dwelling having more than one (1) unit.

- 21) **Non-collectible Recyclables** – recyclable material that is not collected curbside and includes the following:
- a) metal, including shelving, automotive parts, cable and all clean metal products and large appliances;
 - b) old corrugated cardboard (OCC) in quantities above the allowable curbside limits as set out in Section 6 of this By-Law;
 - c) wood products, including all clean wood products, wood building materials, tree branches and trees; and
 - d) WEE products: electronics, computer equipment, all household hazardous waste, including batteries.
- 22) **Non-collectible Waste** – waste that is not collected curbside and includes the following:
- a) explosives, dynamite caps, ammunition, fire arms, and any other highly flammable or volatile substances of any nature whatsoever;
 - b) liquid or gaseous wastes;
 - c) biomedical waste including waste generated by human health and residential materials such as needles, or syringes with needles, scalpels, blades, disposable scissors, suture equipment, stylets and trocars, broken test tubes, and glass that may contain human blood, fluids and tissues with pathogens that could cause harm to personnel handling them;
 - d) organic material, including wet waste and animal feces which has not been drained of all liquids and wrapped;
 - e) carcasses or parts thereof of any animal or other creature, except kitchen and table waste from a household;
 - f) any materials which have become frozen to a waste container and cannot be removed therefrom by shaking at the time of collection;
 - g) construction materials including broken plaster, lumber, broken concrete, excavated material or other waste resulting from the construction, alteration, repair, demolition or removal of any building or structure;
 - h) discarded trucks, automobiles and other vehicles and the parts thereof, or accessories thereto, including tires and rims;
 - i) septic tank pumping's, raw sewage sludge and industrial sludge;
 - j) trees and stumps, including tree branches, creosote treated timbers or poles;
 - k) asbestos;
 - l) sawdust or wood shavings in quantities of more than 0.1 cubic meter;
 - m) petroleum soaked rags;
 - n) industrial and hazardous waste as describe in the Regulations to the Environmental Protection Act, R.R.O. 1990, Reg. 347;
 - o) radioactive waste;

- p) PCB waste as defined in the Regulations to the *Environmental Protection Act R.R.O. 1990, Reg. 362*;
- q) ashes;
- r) household special waste;
- s) sharps;
- t) household or office furniture;
- u) mattresses; or
- v) road salt and sand.

23) **Owner** – shall include:

- a) the registered owner of the land on which the building is situated;
- b) the owner of a building;
- c) the person managing or receiving the rent of the land or the building, or who would receive the rent if the land and building were let, whether on the person's own account or as agent or trustee or receiver of any other person;
- d) a vendor of the building under an agreement for sale who has paid any municipal taxes thereon after the effective date of the agreement;
- e) the person for the time being receiving installments of the purchase price if the building were sold under an agreement for sale;
- f) a lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the building;
- g) an owner as defined by the *Condominium Act 1998, SO. 1998, C. 19*, as amended, and any successor legislation; and
- h) any person having care and control of the land or building.

24) **Premises** – any building, place, dwelling place, room or rooming-house, apartment, hotel, motel, restaurant, shop, store, office, shopping centre, parking lot, and any other property which is under separate occupation or control.

25) **Person** – has its regular meaning and includes a business or corporation.

26) **Waste Refusal Notice** – a public education flyer placed on refuse identifying refuse that cannot be collected due to various reasons including: refuse in excess of allowable limits, oversized bags, overweight containers, oversized containers, improper container use or non-conformance to the management of waste and recycling by-law.

27) **Residential Dwelling** – any **legal conforming** individual structure that is used as living quarters, including a condominium unit, cooperative unit, group home, mobile home, or trailer.”

- 28) **Resource Recover** – the extraction of useful materials or other resources from things that might otherwise be waste, including through reuse, recycling, reintegration, regeneration or other activities.
- 29) **Roll-out Cart** – City-approved and supplied (approximately) 240 litre or 360 litre wheeled refuse containers complete with a lid and nestable catch bar required for proper automated dumping function. Roll-out cars are identified to a civic address.
- 30) **Sharps** – infection control sharp objects (e.g. needles or syringes with needles).
- 31) **Street** – any public highway, road, street, lane, alley, square, thoroughfare, walk or way within the City of Sault Ste. Marie and maintained as a thoroughfare by the City;
- 32) **Unit** – any self-contained apartment, residence or business existing in a premises;
- 33) **Waste** – all non-recyclable and non-compostable material resulting from the operation and maintenance of any premises.
- 34) **WEE** – all electronic products including televisions, radios, stereo equipment, computers, monitors, printers and anything that contains electronic components.
- 35) **Wet Waste** – the undrained refuse resulting from the operation of any premises.

2.0 Overview of Service Types

- 1) The provision of waste management services by the City of Sault Ste. Marie includes the following means:
 - a) Residential Curbside Collection – for “single” family residential dwellings;
 - b) Multi-family Curbside Collection – for “multi-family” dwellings consisting of four (4) units or less; and
 - c) ICI Curbside Collection – those in the ICI sector adequately serviced by the limits established for the multi-family curbside collection program.
- 2) Private waste and recycling collection occurs for:

- a) Multi-family container collection for residential dwellings greater than four (4) units; and
- b) ICI container collection for those in the ICI sector not within the allowable limits of curbside collection (ie. cannot be served by four (4) Roll-out carts.)

3.0 Waste Collection Service

1) Residential Curbside Collection – Residential dwellings shall be provided with one (1) Roll-out cart with a capacity of 240 litres. The following rules shall apply:

i.) Preparing garbage for collection:

- a) The owner of any dwelling served by curbside collection shall use Roll-out cart(s) and shall only use tagged bags for “extra” waste.
- b) The owner shall ensure that all material put out for collection meets the definition of waste and does not contain any of the “non-collectible waste” items per Section 1(22) of this By-law.
- c) Any “non-collectible waste” is the responsibility of the owner and the owner shall find proper means of disposing of non-collectible waste.
- d) The owner shall not exceed the gross weight limit of the cart of 200 lbs for the 240 litre Roll-out carts.
- e) The owner shall place bag tags on any waste bags beyond the capacity of the Roll-out cart.
- f) The owner shall ensure that all plastic bags containing waste are securely tied or otherwise sealed when set out for collection.
- g) The owner shall ensure that all plastic bags used for extra waste shall be a minimum of 1.5 mils in thickness and no less than 66X90 centimetres, nor greater than 76X98 centimetres when empty and does not exceed 20 kilograms in weight when filled.
- h) The owner shall place tagged waste bags adjacent to the Roll-out cart in an accessible manner to identify that they are for collection.
- i) The owner shall not place tagged bags or any other items on top of the Roll-out cart.
- j) The owner shall identify the property address on the Roll-out cart by using a permanent marker.
- k) Roll-out carts are registered to a property by a serial number and the current owner shall not remove it from the registered address upon moving.
- l) The owner shall ensure that the Roll-out cart lid is fully closed once loaded with collectible waste.
- m) Roll-out carts will not be collected if the lid is open due to overfilling or extra bags that prevent the lid from closing.

- n) The owner shall ensure that the lid is clear of any water or liquid or ice that impedes automated collection.
- o) The owner shall ensure that any items likely to interfere with the proper automated emptying of a Roll-out cart are properly broken down and contained within a plastic bag of 1.5 mils in thickness, or other means, as to not interfere with or remain entangled in the automated arm and its operations or remain stuck or lodged in a Roll-out cart.
- p) The owner shall not use cardboard boxes as waste containers.
- q) The owner shall ensure all waste is drained of all liquids and securely wrapped and deposited in the City approved Roll-out cart.
- r) A person shall not place in a Roll-out cart, any sharp objects, broken glass, and cutlery without it being securely wrapped with materials, so that no sharp object or broken glass can cause injury.

ii.) Where to place the Roll-out Cart

- a) The owner shall place the Roll-out carts with the wheels and handle facing the dwelling for automated collection arm to work properly.
- b) The owner shall place the Roll-out cart curbside, not on the street, or obstructing sidewalks or laneways and in a manner that does not impede accessibility for pedestrians, persons requiring mobility devices, or traffic.
- c) Unless determined by the Director of Public Works or their designate that another area is more appropriate, the following is the location where the owner shall place the Roll-out cart based on the below street design:
- d) The owner shall ensure waste containers are accessible for collection and without any obstructions including but not limited to, parked vehicles, snow banks, portable basketball nets, utility poles, lamp posts, gas meters, bollards, utility transformers, cable TV enclosures, guard rails and sign posts.
- e) The owner shall ensure the Roll-out cart is placed at ground level with a minimum accessible distance of one (1) metre between the Roll-out carts. This distance is necessary to allow adequate room for automated collection arms to function properly. Roll-out carts shall not be picked up if not accessible or placed with adequate space.
- f) The owner shall ensure the Roll-out cart is not placed on elevated platforms or steep slopes, including snow banks greater than one foot.
- g) The owner shall shovel an opening in the snow bank where the cart can be properly placed. It is recommended to place recycling or

waste carts on opposite sides of the driveway opening for premises with multiple carts on the day of collection.

- h) The owners shall ensure that a Roll-out cart is not placed under low hanging utility, phone, or cable TV wires.
- i) The owner shall clean up any waste that has been spread by wind, birds or other vermin or animals that was put out by the owner for waste collection.

iii.) Special Waste (Leaf and Yard Waste)

- a) A person shall place all leaf and yard special waste collection as noted in Subsection 9(4) in an approved paper biodegradable bag that does not exceed 20 kilograms in weight.
- b) A person shall ensure the leaf and yard waste bags do not contain: flower pots, hanging flower pots, rocks, gravel, sand, bricks, clothes lines, and gardening tools.
- c) The City shall collect only sawdust that has been securely wrapped in small bundles. The small bundles shall be placed in the waste receptacle so that the material is completely surrounded by other refuse.
- d) The City shall collect branches only in bundles not exceeding 100 centimetres in length, 60 centimetres in diameter and weighing 20 kg or less. Each bundle shall be securely bound using light rope or twine.

2) Multi-Family Curbside Collection (less than four (4) units)

Multi-family dwellings with less than four (4) units shall use approved (240 litre or 360 litre) Roll-out carts as supplied by the City for curbside waste collection. The determination of the size of Roll-out carts provided to each dwelling shall be the Director of Public Works or their designate and shall consider the needs of the dwelling, available space and recycling program participation.

Allowable gross weight of the Roll-out cart shall be 200 lbs. for the 240 litre carts and 300 lbs. for the 360 litre Roll-out cart.

- a) Paragraph 3(1) and all subsection thereunder are applicable to the owner of a multi-family dwelling of four (4) or less served by curbside collection with the appropriate modification in regards to weight, should a 360 litre Roll-out cart be dispensed to the Multi-family dwelling.

3) Multi-Family Collection (five (5) units or more)

As of January 1, 2021, all Multi-family dwellings with five (5) units or more, are considered “businesses” and provisions for waste management shall be the

responsibility of the Owner as in the case of the ICI sector. The cost of the container rental or purchase and the owner establish collection schedule, shall be determined by the Owner.

Any premise consisting of dwelling units abutting one another and sharing a common building wall and arranged in a linear manner along a municipally owned right-of-way will be reviewed on an individual basis dependent on accessibility for Roll-out carts if multi-family containers cannot be used.

Any premises consisting of dwelling units abutting one another and sharing a common building wall and arranged in a linear manner along a privately owned right-of-way will be collected privately by a contractor using a container purchased by the owner. This shall include any strip motels which are considered a multi-unit commercial property.

Despite the above, at the sole discretion of the Director of Public Works or their designate, approval may be given to a multi-family premise of five (5) units or more to be served by curbside collection with the number of Roll-out carts agreed upon mutually by the building owner and the Director considering waste volumes and space allotment. The premise must have access to a public right of way and the Roll-out carts must be placed on a public road. The maximum number of carts shall not exceed four (4) regardless of the number of building units. Any waste in excess of the Roll-out carts would require the purchase of bag tags for collection.

- a) Should the above discretion be used, the Roll-out carts are subject to Paragraphs 3(1) and all subsections thereunder are applicable to the owner of a Multi-family of five (5) or more serviced by curbside collection with the appropriate modification in regards to weight, should a 360 litre Roll-out cart be dispensed to the Multi-family dwelling.

4) ICI Sector Curbside Collection (four (4) units or less)

Any ICI Sector premise with four (4) units or less will be provided standard curbside waste and recycling collection and supplied Roll-out carts of a size determined by the Director of Public Works or their designate to be appropriate to serve the premises' needs and shall consider space and recycling program participation.

- a) Paragraphs 3(1) and all subsections thereunder are applicable to the owner of an ICI Sector served by curbside collection with the appropriate modification in regards to weight should a 360 litre Roll-out cart be dispensed to the Multi-family dwelling.

5) ICI Sector Private Collection

ICI Sector premises with five (5) units or more require their own private waste collection services. All costs and fees associated with private waste collection shall be the responsibility of the ICI owner.

- a) ICI Sector and Multi-family premises using commercial waste containers shall place waste in the commercial waste containers, unless otherwise approved.
- b) The pick-up area shall be kept clear of ice, snow, motor vehicles, bollards, utility poles and transformers, cable TV enclosures, or any other obstruction so that convenient access is provided for the collector. Collection areas must not be under low hanging utility, phone or cable TV wires.
- c) Commercial waste containers shall meet the requirements of the City Zoning By-Law 2015-150, as amended, and any site plan agreements that apply.
- d) Commercial Waste containers shall be covered as to prevent the scattering of loose waste, the ingress and egress of flies, and shall be kept clean, sanitary and free from rodents, rats, vermin, insects, scavenging animals, maggots and odours at all times.

4.0 Storage, Maintenance and Damage of Curbside Roll-out Carts

- 1) A person shall store a Roll-out cart in the garage, backyard, outdoor storage unit, covered porch, balcony or side of the premise until the designated collection day arrives. It is the responsibility of the owner or occupant to ensure the security of the Roll-out cart.
- 2) A person shall not take extra refuse from one civic address and place it at another civic address.
- 3) A person shall ensure that no curbside waste bag or Roll-out cart contains bleach or other hazardous chemicals on its surface.
- 4) A person shall ensure that all waste from the preparation of food shall be drained and thoroughly wrapped before being placed in a Roll-out cart or waste bag.
- 5) A person shall store all waste bags in a manner which protects them from domestic and other scavenging animals.
- 6) Roll-out carts that are damaged as the result of normal wear and tear, including but not limited to, broken lid, broken wheel or axle will be replaced or repaired at no charge to the Owner.
- 7) Roll-out carts damaged by City snow removal equipment will be replaced or repaired at no charge to the Owner if determined by the Director of Public Works or their designate that the damage resulted notwithstanding the Owner adhering to all required provisions of this by-law.
- 8) If at the discretion of Director of Public Works or their designate, the damage is determined to be the result of abuse, there will be a charge to the owner for the cost of the repair or replacement of the Roll-out cart, if unrepairable.

- 9) The cost to the Owner for a replacement Roll-out cart shall be as noted in the annual update to the User Fee By-law.

5.0 General Provisions for Waste Collection

The City shall not be required to collect waste:

- 1) that is defined as non-collectible waste in Subsection 1(22) of this By-law;
- 2) that is generated from the Multi-family premises with five (5) units or more and the ICI Sector with five (5) units and more, unless otherwise approved;
- 3) where, in the opinion of the Director of Public Works, the premise is unsafe or the Roll-out cart(s) are in a difficult location for collection; or
- 4) where the Roll-out carts at curbside are in excess of the limits set out in Section 3(1) of this By-law and the extra bags do not bear a “bag tag”;
- 5) The Director of Public Works or their designate has the authority to make a final determination at its discretion as to the proper type of collection method to be used by the Owner of the premises.
- 6) All non-collectible waste must be disposed of in accordance with all provincial and municipal legislation.

6.0 Recycling Collection Services

All residential, IC&I and multi-family buildings that receive standard curbside waste collection must actively recycle using the curbside program. Any person not actively recycling shall not receive waste collection.

- 1) Dwellings served by curbside waste collection will be provided one (1) recycling Roll-out cart by the contractor.
- 2) Should additional Roll-out carts be required by a dwelling, the owner must purchase additional carts that will be collected by the Contractor.
- 3) A person shall only put out three (3) bundles of cardboard per dwelling on any given scheduled collection day and shall ensure that any cardboard set out for collection is securely tied in bundles not exceeding 60 centimetres long X 60 centimetres wide X 30 centimetres high and tied with heavy cord or twine.
- 4) Curbside recycling Roll-out carts need only to be placed out for collection when full or at least half full.
- 5) Curbside recycling Roll-out carts will be rejected if they contain refuse or contaminants, only specified recycling material will be accepted.
- 6) A person shall ensure that the products placed in the recycling cart are collectible products as determined in this By-Law and that they are clean, with any bottle caps removed.
- 7) A person shall ensure that other recyclable items such as wood products, brush and metal be brought to the landfill for recycling.
- 8) Section 4, and paragraphs 3(1) (i) j to o and 3(1) ii are applicable to all residential, IC&I and multi-family buildings that receive curbside recycling

collection with the appropriate modification in regards to referencing recycling roll-out cart(s).

7.0 Private Recycling Collection

Any of the ICI sector or multi-family units that are not served by curbside waste collection must also arrange for private collection of recyclable materials and is solely responsible for those costs.

- 1) Subsection 3(5) of this By-law, respecting private waste collection, shall be adhered to by the owner with appropriate modification in regards to referencing recycling collection.

8.0 Collection Routes – Waste and Recycling

The Director of Public Works or their designate shall direct that the City be divided into as many collection routes as necessary for the convenient, efficient collection of waste and recyclables.

9.0 Collection Times – Waste and Recycling

- 1) A person shall ensure that curbside waste and recycling Roll-out carts are placed curbside by 7:00 a.m. local time on the day of collection.
- 2) A person shall ensure that the Roll-out carts shall not be left out later than 7:00 p.m. local time on the day of collection.
- 3) A person shall comply with all Municipal by-laws including the Noise By-law.
- 4) The City will determine and announce the time for placing items for special collection, such as the annual determination of the leaf and yard waste collection program and is subject to seasonal and weather variations.
- 5) The City reserves the right to delay or suspend waste collection due to inclement weather. All efforts will be made to reschedule collection or adjust allowable limits to accommodate delayed collection. Roll-out carts must not be left in positions that will obstruct winter operations of sidewalks and roadways.

10.0 Fees

Where a violation of this By-law is not remedied by the Owner, they shall be held liable for all fees and expenses incurred as a result of the remedy.

Any fee required by or described in this By-law shall be as set out in the Annual User Fee By-law, as updated from time to time.

Where waste or recyclables are not collected for any reason and are left to cause an untidy or unsanitary condition, the Deputy CAO shall make a written demand

to the owner requesting removal. Should the owner fail to perform the work necessary to remove the waste, it will be performed by the City, and failing payment by the owner within ten (10) days after notice in writing of the cost of such work, the cost will be recovered in the same manner as Municipal taxes.

11.0 Enforcement Agency

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

12.0 Application and Enforcement

This by-law shall apply to any and all property within the geographical limits of the City of Sault Ste. Marie.

- 1) If a Roll-out cart is not collected, a "Waste Refusal Notice" may be affixed to the cart explaining the problem as a waste management educational tool. Residents must resolve the problem for the cart to be collected on the next scheduled collection day. Any excess waste due to rejection, must be tagged or brought to the City landfill by the owner at their expense.
- 2) If a waste management problem is repetitive, a person may receive a visit by a designate of the Director of Public Works for explanation of the problem and discussion of a resolution. If the resident is not home a "Door Hanger" educational tag may be placed on the resident's door explaining desired waste management problem and potential resolve.
- 3) An Officer may issue a written order or direction requiring that a person comply with the provisions of this By-Law.
- 4) An Officer may enter upon any land or structure at any reasonable time for the purposes of carrying out an inspection to determine whether or not:
 - a) the provisions of this By-Law are being complied with; or
 - b) an order under this By-Law is being or has been complied with.
- 5) No person shall refuse to produce any documents or things required by an Officer in the exercise of a power or performance of a duty under this By-Law, and every person shall assist any entry, inspection, examination, or inquiry by an Officer.
- 6) No person shall knowingly furnish false information to an Officer.

13.0 Offences and Penalties

Every person who contravenes a provision of this By-Law is guilty of an offence and is liable upon conviction to a penalty in accordance with the provisions of the *Provincial Offences act, R.S.O. 1990, c. P .33*, as amended.

14.0 Validity

Should a court of competent jurisdiction declare a part or whole of any provision of this By-law to be invalid or of no force and effect, the provision or part is deemed severable from this By-law, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under the law so as to provide a minimum standard for the care and control of animals.

15.0 Interpretation

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

16.0 Conflict

Where a provision of this By-law conflicts with the provision of another By-law, Act or Regulation in force within the City of Sault Ste. Marie, the provisions that establishes the higher standards shall prevail.

17.0 By-Laws Repealed

By-Laws 2019-62 of the Corporation of the City of Sault Ste. Marie and any amendments made thereto, are hereby repealed.

18.0 Enactment

This By-Law shall come into force and effect on the day that it is passed.

PASSED in open Council this 31st day of January, 2022.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-25

PARKING: A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule “A” to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 90-305 AMENDED**

Schedule “A” to By-law 90-305 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

BADGE	SPECIAL CONSTABLE SCHEDULE "A"	EMPLOYER	PROPERTY LOCATION
26	MCLEOD ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	KENDELL VEHN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR DEREK	NORPRO SECURITY	DAVEY HOWE/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/356 QUEEN STRATHCLAIR DOGS SPORTS/GE BCCOMPLEX/CH/R/005/25 QUEEN ST
163	BUMBACCO PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
156	MCGRAYNE LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
253	TRAVESON TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
267	CORBIERE JOHN(TED)	NORPRO SECURITY	DAVEY HOWE/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/356 QUEEN STRATHCLAIR DOGS SPORTS/GE BCCOMPLEX/CH/R/005/25 QUEEN ST
276	SMITH DENNIS ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
334	MILLER BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE KEN	HOLIDAY INN	320 BAY ST
366	TROINOW VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAAVEL ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
397	LAFRAMBOISE YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
411	MOORE ROBERT	NORPRO SECURITY	DAVEY HOWE/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/356 QUEEN STRATHCLAIR DOGS SPORTS/GE BCCOMPLEX/CH/R/005/25 QUEEN ST
443	MARCI MARK	NORPRO SECURITY	DAVEY HOWE/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/356 QUEEN STRATHCLAIR DOGS SPORTS/GE BCCOMPLEX/CH/R/005/25 QUEEN ST
446	HALLIDAY DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
459	SLEEMAN RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460	BOUGIE DAN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
463	MORIN ALEX	CORPS OF COMM	GREAT LAKES FOREST RESEARCH CENTRE
464	DITOMMASO RYAN	2220917 ONT INC	489 BAY ST/535 QUEEN ST E
465	DELAVALLE DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
484	MCLEOD VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QUE SPORTS COMPLEX/CH/R/005/25 QUEEN ST
463	BROWN FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
516	GAY JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
517	ROY BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
541	DIMMA WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR (CIVIC CENTRE)
565	LISCUMB GERALD	NORPRO SECURITY	DAVEY HOWE/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/356 QUEEN STRATHCLAIR DOGS SPORTS/GE BCCOMPLEX/CH/R/005/25 QUEEN ST
565	SWEET WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
568	PICK DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
599	BUMBACCO CARL	CB HOME INSTALLATIONS	321 JOHN ST /342,346 ST GEORGE'S AVE
601	HART JASON	NORPRO SECURITY	DAVEY HOWE/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/356 QUEEN STRATHCLAIR DOGS SPORTS/GE BCCOMPLEX/CH/R/005/25 QUEEN ST
602	GREENWOOD LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI PRESTON	WENDY'S	1 QUEEN ST W
619	BERTO DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK JASON	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
627	BAKER WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
633	HILL MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
634	TIBBLES COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY TERESA	AIRPORT	1-475 AIRPORT RD
643	SHAW KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QUE SPORTS COMPLEX/CH/R/005/25 QUEEN ST
644	SANTA MARIE ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
646	GRAHAM STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QUE SPORTS COMPLEX/CH/R/005/25 QUEEN ST
670	MCGUIRE STOVE	REGENT PROPERTY	402/302 BAY ST/350 BAY/RIVERWALK CONDOS
671	MCGUIRE PATRICK	REGENT PROPERTY	402/302 BAY ST/350 BAY/RIVERWALK CONDOS
674	DERASP RICHARD	CORPS OF COMM	SAULT AIRPORT
676	THOMPSON JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF YVON	CORPS OF COMM	SAULT AIRPORT
686	ASH KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM DASA	DAYS INN	332 BAY ST
694	LIPPE ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
707	FINN ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
708	POWLEY CHAD	G4S SECURITY	SAULT AREA HOSPITAL
711	MASON STEPHEN	Rversedge Developments	503 BAY ST
712	KOOSTACHIN ANDREW	Orlando Finnish Resthome	725 North St
713	Cho, Linca	Jennex Cho Enterprises	129 Second Line West
714	DESANDO ALEXANDER	G4S SECURITY	SAULT AREA HOSPITAL
715	MITCHELL SPENCER	NORPRO SECURITY	DAVEY HOWE/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/356 QUEEN STRATHCLAIR DOGS SPORTS/GE BCCOMPLEX/CH/R/005/25 QUEEN ST
717	GUY AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
718	SCOTLAND KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
723	ROCCA ANTHONY	NORPRO SECURITY	DAVEY HOWE/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/356 QUEEN STRATHCLAIR DOGS SPORTS/GE BCCOMPLEX/CH/R/005/25 QUEEN ST
724	ROULEAU MICHAEL	CORPS OF COMM	SAULT AIRPORT
725	PAAT EMMA LEE	AIRPORT	SAULT AIRPORT
727	CLARK DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
731	NOTT REGINALD	CORPS OF COMM	SAULT AIRPORT
733	GREGORCHUK CATHERI	REAL ESTATE STOP INC	2 QUEEN STREET WEST
735	HEMP ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
736	ELAIR BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE DONATO	PROPERTY ONE	421 BAY ST/ST BERNARDS 1139 QUEEN ST E /403 MACDONALD AVE /405 QUEEN ST E
740	VERMA ABISHHEKA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/IGHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W/1139 Queen /203 MacDonal/405 Queen
741	DEGASPARO SHERRI	AIRPORT	SAULT AIRPORT
742	MCWELLS/YNIC LAURIE	NORTH 44 PROPERTY MGT	E44 & 360 QUEEN ST E 524 524A 526 & 526A COLLINS AVE
743	MILHE GEORGE	CROATIAN VILLAGE	60 SACKVILLE RD
744	MCLEAN JEFF	SKYLINE LIVING	SKYLINE PROJECTS/62 MACDONALD AVE
745	QUESTELLE TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER CARL	PERZIA GROUP	70 EAST ST/760 BAY ST
747	SCOTT RYAN	YMCA	215 MCNABE STREET

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-26

REGULATION: A by-law to amend By-Law 2008-168 being a by-law to prohibit the discharge of firearms in the Municipality.

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

1. **SECTION 1 TO BY-LAW 2008-168 IS AMENDED**

Section 1 to By-law 2008-168 is amended as follows:

1. No person shall discharge any gun or other firearm or any air-gun or spring-gun in any part of the City of Sault Ste. Marie that is not within any of the areas thereof defined as follows:

Add new section: (f) “the shooting range at Kinsman Park in the Biathlon Training area. Specifically the area as outlined in blue on the attached Schedule “A”.”

2. **EFFECTIVE DATE**

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

PASSED in open Council this 31th day of January, 2022.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

Range Layout - Biathlon Bears 2021/22



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-27

AGREEMENT: A by-law to authorize the execution of the Letter of Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program.

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 January 21, 2022 between the City and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Dedicated Gas Tax Funds for Public Transportation Program.

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 31st day of January, 2022.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

Schedule "A"

**Ministry of
Transportation**

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau de la ministre

777, rue Bay, 5^e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports



January 21, 2022

His Worship Christian Provenzano
Mayor, City of Sault Ste. Marie
99 Foster Drive, PO Box 580
Sault Ste. Marie ON P6A 5N1

Dear Mayor Provenzano:

RE: Dedicated Gas Tax Funds for Public Transportation Program

This Letter of Agreement between the **City of Sault Ste. Marie** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2021-22 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$1,222,605** ("the "Maximum Funds") in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$916,954**; and any remaining payment(s) will be provided thereafter.

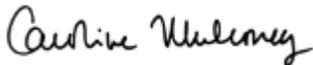
3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2021-22 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.
12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.

13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print it, secure the required signatures for it, and then deliver a fully signed copy, in pdf format, to the Ministry at the email account set out below. Subject to the Province's prior written consent, including any terms and conditions the Ministry may attach to the consent, the Municipality may execute and deliver the Letter of Agreement to the Ministry electronically. In addition, all program documents are also to be sent to the following email account:

MTO-PGT@ontario.ca

Sincerely,



Caroline Mulroney
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

Municipality

Date

Name (print): Mayor - Christian Provenzano
Title (head of council or
authorized delegate):

I have authority to bind the Municipality.

Date:

Name (print): Deputy City Clerk - Madison Zuppa
Title (clerk or authorized delegate):

I have authority to bind the Municipality.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-25

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of Class "A" pavement on Angelina Avenue from Wellington Street East to Caesar Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

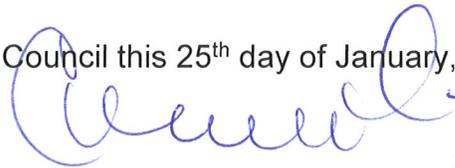
WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" form a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 25th day of January, 2021.



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-25 LOCAL IMPROVEMENT ANGELINA AVENUE FIRST AND SECOND READING.DOC

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class “A” pavement on Angelina Avenue from Wellington Street East to Caesar Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council this 31st day of January, 2022.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2021-25 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

January 25, 2021

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Angelina Avenue
From:	Wellington Street East
To:	Caesar Road
Estimated Cost of Work:	\$1,762,000.00
Estimated Assessable Abutting Frontage:	376.8 m
Estimated Cost to be Borne by Assessable Abutting Property:	\$48,234.60
Estimated Cost to be Borne by The Corporation:	\$1,713,765.40
Special Rate per Metre Frontage:	\$128.00
Estimated Interest Rate Term:	2.95% 10 years
Estimated Annual Rate per Metre Frontage:	\$14.97
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Carl Rumiel'.

Carl Rumiel, P. Eng.
Manager, Design and Transportation Engineering

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A"

BY-LAW 2021-25

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-20-06	Angelina Avenue	Wellington St East	Caesar Road	750	10m	663.8 m	\$11,741.88

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-202

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" pavement on Bloor Street West from Lyons Avenue to Patrick Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

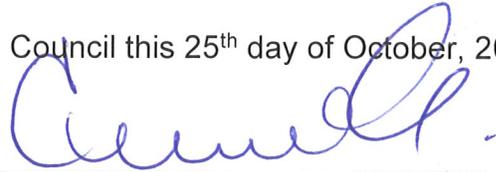
WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" form a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 25th day of October, 2021.



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-202 LOCAL IMPROVEMENT BLOOR STREET LYONS TO PATRICK 1ST AND 2ND READING.DOC

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class “A” pavement on Bloor Street West from Lyons Avenue to Patrick Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council this 31st day of January, 2022.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
 Civic Centre
 99 Foster Drive
 Sault Ste. Marie, ON P6A 5X6

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2021-202 SECTION 3
 REGULATION 586-06 MUNICIPAL ACT
 ENGINEER'S REPORT**

October 25, 2021

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Bloor Street West
From:	Lyons Avenue
To:	Patrick Street
Estimated Cost of Work:	\$2,185,000.00
Estimated Assessable Abutting Frontage:	272.155
Estimated Cost to be Borne by Assessable Abutting Property:	\$34,835.87
Estimated Cost to be Borne by The Corporation:	\$2,150,164.13
Special Rate per Metre Frontage:	\$128.00
Estimated Interest Rate Term:	2.95% 10 years
Estimated Annual Rate per Metre Frontage:	\$14.97
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
 Manager, Design and Transportation Engineering

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A"

BY-LAW 2021-202

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-21-14	Bloor Street West	Lyons Avenue	Patrick Street	220	10m	272.155m	\$34,835.87

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-203

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" pavement on Cedar Street from Wilson Street to Tancred Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

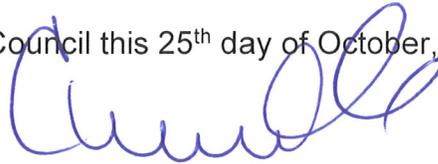
WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" form a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 25th day of October, 2021.



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-203 LOCAL IMPROVEMENT CEDAR ST WILSON TO TANCRED 1ST AND 2ND READING.DOC

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class “A” pavement on Cedar Street from Wilson Street to Tancred Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council this 31st day of January, 2022.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-202 LOCAL IMPROVEMENT CEDAR STREET THIRD READING.DOC



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
 Civic Centre
 99 Foster Drive
 Sault Ste. Marie, ON P6A 5X6

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2021-203 SECTION 3
 REGULATION 586-06 MUNICIPAL ACT
 ENGINEER'S REPORT**

October 25, 2021

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Cedar Street
From:	Wilson Street
To:	Tancred Street
Estimated Cost of Work:	\$1,578,000.00
Estimated Assessable Abutting Frontage:	354.633
Estimated Cost to be Borne by Assessable Abutting Property:	\$43,393.02
Estimated Cost to be Borne by The Corporation:	\$1,534,606.98
Special Rate per Metre Frontage:	\$128.00
Estimated Interest Rate Term:	2.95% 10 years
Estimated Annual Rate per Metre Frontage:	\$14.97
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
 Manager, Design and Transportation Engineering

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A"

BY-LAW 2021-203

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-21-04	Cedar Street	Wilson Street	Tancred Street	260	10m	354.633	\$45,393.02

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-204

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" pavement on Dufferin Street from Grosvenor Avenue to Trelawne Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

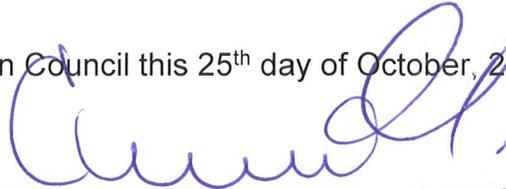
WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" form a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 25th day of October, 2021.



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – RACHEL TYCZYŃSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-204 LOCAL IMPROVEMENT DUFFERIN ST GROSVENOR TO TRELAWNE
1ST AND 2ND READING.DOC

Page 3
By-law 2021-204

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class “A” pavement on Dufferin Street from Grosvenor Avenue to Trelawne Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council this 31st day of January, 2022.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-204 LOCAL IMPROVEMENT DUFFERIN ST GROSVENOR TO TRELAWNE
THIRD READING.DOC



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2021-204 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

October 25, 2021

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Dufferin Street
From:	Grosvenor Avenue
To:	Trelawne Avenue
Estimated Cost of Work:	\$1,181,000.00
Estimated Assessable Abutting Frontage:	193.942
Estimated Cost to be Borne by Assessable Abutting Property:	\$24,824.54
Estimated Cost to be Borne by The Corporation:	\$1,156,175.46
Special Rate per Metre Frontage:	\$128.00
Estimated Interest Rate Term:	2.95% 10 years
Estimated Annual Rate per Metre Frontage:	\$14.97
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Carl Rumiel'.

Carl Rumiel, P. Eng.
Manager, Design and Transportation Engineering

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A"

BY-LAW 2021-204

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-21-05	Dufferin Street	Grosvenor Avenue	Trelawne Avenue	260	10m	193.942m	\$24,824.54