

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

Monday, May 1, 2023

4:30 pm

Council Chambers and Video Conference

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

	Pages
1. Land Acknowledgement	
I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.	
2. Adoption of Minutes	14 - 32
Mover Councillor M. Bruni Secunder Councillor R. Zagordo Resolved that the Minutes of the Regular Council Meeting of April 11, 2023 be approved.	
3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
4. Declaration of Pecuniary Interest	
5. Approve Agenda as Presented	
Mover Councillor S. Kinach Secunder Councillor R. Zagordo Resolved that the Agenda for May 1, 2023 City Council Meeting as presented be approved.	

- 6. Proclamations/Delegations**
- 6.1 Menstrual Health Day** 33 - 33
Lianne Sinclair, Chapter Coordinator, The Period Purse
- 6.2 Jewish Heritage Month**
Tova Arbus, Congregation Beth Jacob
- 6.3 World Migratory Bird Day**
Sault Naturalists
- 6.4 Doctors' Day**
Lauren Keating, Enterprise Canada Consultant
- 6.5 Child and Youth Care Week**
Donna Mansfield
- 6.6 World Press Freedom Day**
Mirko Petricevic
- 6.7 Falun Dafa Day**
Pixing Zhang
- 7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**
Mover Councillor M. Bruni
Seconder Councillor A. Caputo
Resolved that all the items listed under date May 1, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.
- 7.1 Integrity Commissioner Annual Report** 34 - 36
The Annual Report of the Integrity Commissioner July 1, 2021 to December 31, 2022 is attached.
Mover Councillor M. Bruni
Seconder Councillor A. Caputo
Resolved that the Annual Report of the Integrity Commissioner for the period July 1, 2021 to December 31, 2022 be received as information.
- 7.2 Municipally Significant Events** 37 - 41

A report of the City Clerk is attached for the consideration of Council.

The relevant By-law 2023-75 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.3 By-law to Issue Debenture for Twin Pad Arena 42 - 43

A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

The relevant By-law 2023-61 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.4 RFP – Banking Services 44 - 45

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

The relevant By-Laws 2023-67 and 2023-72 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.5 Tenders for Equipment Purchase – Public Works 46 - 51

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo

Resolved that the report of the Manager of Purchasing dated May 1, 2023 concerning Equipment Purchases as required by Public Works be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

- One (1) Articulated Wheeled Loader – Toromont CAT \$345,259.23;
- One (1) Farm Tractor w/Loader – Northshore Tractor Ltd. \$128,136.09;
- One (1) Aerial Platform Truck – Commercial Truck Equipment Corp. \$205,254.00; and
- One (1) Utility Step Van – TMS Truck Centre Ltd. \$148,197.00

for a total amount of \$826,846.32 plus HST.

7.6 Vacant Unit Rebate By-law 52 - 53

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

The relevant By-Law 2023-73 is listed under Agenda item 12 and will be read with all by-laws under that item.

- Canadian Youth Championship National Bowling Tournament (\$2500);
- Community Strong Festival (\$5000);
- Curling Classic (\$53,000);
- Voyageur Trail Association (\$6330);
- Sault Ste. Marie Kennel Club (\$3000);
- Ontario Pickleball Championship Series (\$3000); and
- Queen Street Cruise (\$5000)

7.12 Heritage Property Tax Rebate Program Applications 2023 78 - 80

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that the report of the Manager of Recreation and Culture dated May 1, 2023 concerning Heritage Property Tax Rebate Program Applications 2023 be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee to enroll the following four (4) properties into the Heritage Property Tax Rebate Program be approved:

- 3-10 Kensington Terrace;
- 193 Pim Street;
- 708-710 Queen Street East (Dawson Block); and
- 119 Woodward Avenue

7.13 Firearms By-law Exemptions Ermatinger Clergue National Historic Site 2023 81 - 82

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

The relevant By-law 2023-62 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.14 2022 Annual Report – Ermatinger Clergue National Historic Site 83 - 96

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo

Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated May 1, 2023 concerning the 2022 Annual Report

Ermatinger Clergue National Historic Site be received as information.

7.15 Traffic Calming Policy 97 - 104

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated May 1, 2023 concerning Traffic Calming Policy be received and that the Procedure for Traffic Calming/Traffic Management Studies be replaced with the Traffic Calming Policy.

7.16 Community Safety Zone Policy 105 - 108

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated May 1, 2023 concerning Community Safety Zone Policy be received and that the Community Safety Zone Policy be approved.

7.17 Sault Area Hospital Lease Agreement 109 - 110

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

The relevant By-law 2023-60 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.18 Changes to Temporary Outdoor Patios Under the Liquor Licence and Control Act (Update) 111 - 113

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

The relevant By-law 2023-71 is listed under Agenda item 12 and will be read with all by-laws under that item.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.6.1 Off-Road Vehicle and Motorized Snow Vehicle By-laws

114 - 132

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

By-laws 2023-69 and 2023-70 is listed under Agenda item 12 and will be read with all by-laws under that item.

8.7 Planning

8.8 Boards and Committees

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

9.1 Soo Greyhounds Tailgate Events

Mover Councillor S. Spina

Seconder Councillor S. Hollingsworth

Whereas the City of Sault Ste. Marie has a long and celebrated history with the Soo Greyhounds Hockey Club; and

Whereas Soo Greyhounds hockey events provide an entertaining and engaging atmosphere for residents of and visitors to Sault Ste. Marie; and

Whereas attendance at Soo Greyhounds hockey events have a positive impact on our community and our economy by:

- Attracting visitors to Sault Ste. Marie;
- Increasing nights of hotel stays;
- Helping to build a sense of community and pride in our community;
- Helping to build a brand sense with the hockey club as well as a sense of tradition and pride for the hockey club and its supporters;
- Allowing for fans and supporters to be surrounded by and to create their own entertainment related to the sporting events;
- Helping to increase the social interactions of people in our community; and

Whereas other communities have created an environment for tailgating to form part of their culture and have been able to safely allow for tailgating at events in their community; and

Whereas ownership of the Soo Greyhounds Hockey club are supportive of the City creating a tailgating environment for fans to help enhance the fan

experience; and

Whereas the City of Sault Ste. Marie is responsible for parking at the GFL Memorial Gardens and will be able to generate revenue for the City by charging a reasonable fee for access to tailgating parking spots for sporting events

Now Therefore Be It Resolved that staff be requested to review the process to allocate and rent or provide parking spaces at the GFL Memorial Gardens and create a tailgating environment for a limited number of Soo Greyhounds home games. In that review, staff would engage with the Soo Greyhounds Hockey Club and other stakeholders in order to create a positive fan environment. In addition, staff report on the ability for the City to provide free bus service, (perhaps by showing a game ticket) to and from the GFL Memorial Gardens during these events for the transportation of people to and from the site.

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that all By-laws under item 12 of the Agenda under date May 1, 2023 be approved.

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

12.1.1 By-law 2023-60 (Agreement) Sault Area Hospital Lease

133 - 153

A report from the Fire Chief is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-60 being a by-law to authorize the execution of the Lease Agreement between the City and Sault Area Hospital for the property at 65 Old Garden River Road, Sault Ste. Marie, Ontario.

12.1.2 By-law 2023-61 (Debenture – Twin Pad Arena)

154 - 169

A report from the Chief Financial Officer/Treasurer is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-61 being a by-law to authorize the borrowing

upon amortizing debentures in the principal amount of \$14,500,000.00 towards the cost of the Twin Pad Arena Project W J McMeeken Centre Replacement be passed in open Council this 1st day of May, 2023.

- 12.1.3 By-law 2023-62 (Noise and Firearms Exemption) Ermatinger** 170 - 170
- A report from the Curator of the Ermatinger Clergue National Historic Site is on the Agenda.
- Mover Councillor M. Bruni
Seconder Councillor A. Caputo
Resolved that By-law 2023-62 being a by-law to exempt the Ermatinger Clergue National Historic Site from By-law 2008-168, being a firearms by-law, to prohibit the discharge of firearms in the municipality and from By-law 80-200, being a by-law respecting noises, in the City of Sault Ste. Marie be passed in open Council this 1st day of May, 2023.
- 12.1.4 By-law 2023-63 (Taxes) Tax Capping Optional Tools** 171 - 173
- A report from the Manager of Taxation is on the Agenda.
- Mover Councillor M. Bruni
Seconder Councillor A. Caputo
Resolved that By-law 2023-63 being a by-law to adopt optional tools for the purposes of administering limits for the Commercial and Industrial Property Classes be passed in open Council this 1st day of May, 2023.
- 12.1.5 By-law 2023-64 (Taxes) Final Billing 2023** 174 - 175
- A report from the Manager of Taxation is on the Agenda.
- Mover Councillor M. Bruni
Seconder Councillor A. Caputo
Resolved that By-law 2023-64 being a by-law to provide for 2023 final tax billing be read in open Council and passed this 1st day of May, 2023.
- 12.1.6 By-law 2023-65 (Taxes) Tax Ratios** 176 - 177
- A report from the Manager of Taxation is on the Agenda.
- Mover Councillor M. Bruni
Seconder Councillor A. Caputo
Resolved that By-law 2023-65 being a by-law to provide for the adoption of tax ratios be passed in open Council this 1st day of May, 2023.
- 12.1.7 By-law 2023-66 (Taxes) Tax Rates** 178 - 179
- A report from the Manager of Taxation is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-66 being a by-law to provide for the adoption of property tax rates for 2023 be passed in open Council this 1st day of May, 2023.

- 12.1.8 By-law 2023-67 (Agreement) The Bank of Nova Scotia (Scotiabank) Banking Services** 180 - 194

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-67 being a by-law to authorize the execution of the Agreement between the City and The Bank of Nova Scotia (Scotiabank) to provide the services as required by the Finance Accounting Division for an initial five (5) year term, with option to extend for a second five (5) year term upon mutual consent through Service Level Agreement be passed in open Council this 1st day of May, 2023.

- 12.1.9 By-law 2023-68 (Agreement) Superior Osteo Postural Clinic Inc. Second Extension (Lease)** 195 - 200

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-68 being a by-law to authorize the execution of the Second Extension Agreement between the City and Superior Osteo Postural Clinic Inc. to extend the current lease at the John Rhodes Community Centre for one year.

- 12.1.10 By-law 2023-69 (Off-Road Vehicles) Operation of Off-Road Vehicles** 201 - 213

A report from the Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-69 being a by-law to restrict and permit the operation of off-road vehicles prescribed herein on designated highways within the City of Sault Ste. Marie be passed in open Council this 1st day of May, 2023.

- 12.1.11 By-law 2023-70 (Motorized Snow Vehicles) Operation of Motorized Snow Vehicles** 214 - 223

A report from the Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-70 being a by-law to restrict and permit the operation of motorized snow vehicles prescribed herein on designated highways within the City of Sault Ste. Marie be passed in open Council this 1st day of May, 2023.

12.1.12 By-law 2023-71 (Delegated Authority and Agreement) Outdoor Patio and Liquor Licence Extension 224 - 244

A report from the Planner is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-71 being a by-law to approve the standard form of an Outdoor Patio Agreement and further to delegate to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and further make minor variations from the standard Outdoor Patio Agreement and Sidewalk Patios Requirements and Guidelines to suit the needs of the particular user and circumstances, and further, authorize and appoint the Director of Planning and Enterprise Services to extend a liquor licence to a private temporary patio or a temporary patio on City property in accordance with section 153.1 of the O.Reg 746/21 under the *Liquor Licence and Control Act*, 2019, as amended be passed in open Council this 1st day of May, 2023.

12.1.13 By-law 2023-72 Delegated Authority Chief Financial Officer or Chief Administrative Officer to Execute Agreements Related to Banking Services 245 - 246

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-72 being a by-law to delegate to the Chief Financial Officer (CFO) or Chief Administrative Officer (CAO), the authority to enter into various agreements on behalf of the City of Sault Ste. Marie to complete the transition of banking services and subsequent legal documentation required for accounts, products and services be passed in open Council this 1st day of May, 2023.

12.1.14 By-law 2023-73 (Taxes) Vacant Unit Rebate (Housekeeping) 247 - 249

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-73 being a by-law to confirm changes to The Corporation of the City of Sault Ste. Marie's Tax Rebate Program regarding

property in the Commercial Property Class or the Industrial Property Class as established under By-Law 2002-124 be passed in open Council this 1st day of May, 2023.

12.1.15 By-law 2023-74 (Agreement) Amend By-law 2021-5 – Twin Pad Arena Project 250 - 256

Council Report pass by Council resolution on March 20, 2023.

Mover Councillor C. Gardi

Seconder Councillor A. Caputo

Resolved that By-law 2023-74 being a by-law to amend By-law 2021-5, being a by-law to authorize certain new capital work(s) of The Corporation of the City of Sault Ste. Marie (the “Municipality”); which was a by-law to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing of such capital work(s); to authorize temporary borrowing from OILC to meet expenditures in connection with such capital work(s); and to authorize long-term borrowing for such capital work(s); through the issue of debentures to OILC be passed in open Council this 1st day of May, 2023.

12.1.16 By-law 2023-75 (Policy and Delegated Authority) Municipally Significant Events (AGCO Special Occasion Permits) 257 - 259

A report from the City Clerk is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2023-75 being a by-law to approve the Municipally Significant Events (AGCO Special Occasion Permits) policy be passed in open Council this 1st day of May, 2023.

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

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

12.3.1 By-law 2021-26 (Local Improvements) Mark Street from Churchill Boulevard to Lake Street 260 - 264

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2021-26 being a by-law to authorize the construction of Class "A" pavement on Mark Street from Churchill Boulevard to Lake Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a THIRD time this 1st day of May, 2023.

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

14. Closed Session

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that this Council move into closed session to consider one item concerning a proposed disposition of land;

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.

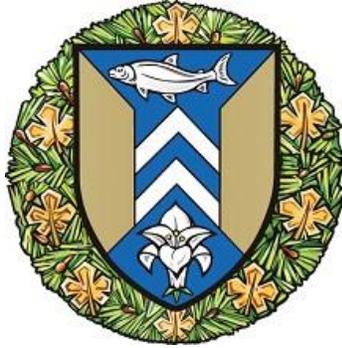
(Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board)

15. Adjournment

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Tuesday, April 11, 2023

4:30 pm

Council Chambers and Video Conference

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

Absent: Councillor L. Dufour

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, B. Lamming, P. Tonazzo, C. Rumiell, F. Coccimiglio, T. Vecchio, M. Zuppa, E. Cormier

1. **Land Acknowledgement**

2. **Adoption of Minutes**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of March 20, 2023 be approved.

Carried

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

4. **Declaration of Pecuniary Interest**

4.1 Councillor S. Kinach – By-law 2023-53 (Temporary Street Closing) Blake Avenue

Father owns property which backs onto Blake Avenue

4.2 Councillor S. Kinach – By-law 2023-52 (Engineering) Contract 2023-4E Blake Avenue Reconstruction Trimount Construction Group Inc.

Father owns property which backs onto Blake Avenue

5. Approve Agenda as Presented

Moved by: Councillor C. Gardi

Seconded by: Councillor S. Spina

Resolved that the Agenda for April 11, 2023 City Council Meeting as presented be approved.

Carried

6. Proclamations/Delegations

6.1 Autism Awareness

6.2 National Day of Action on the Overdose Epidemic

Connie Raynor Elliott, S.O.Y.A. President and other S.O.Y.A. members were in attendance.

6.3 Community Living Awareness Month

Hannah Hopkins and Deb Chadwick, Community Living Algoma were in attendance.

6.4 City Nature Challenge

Emily Cormier, Sustainability Coordinator, City of Sault Ste. Marie; Ron Prickett, President, Sault Naturalists; and Christine Ropeter, Assistant Manager and Communications, Conservation Authority were in attendance.

6.5 National Day of Mourning

6.6 Downtown Association

Nicholas Luck, Executive Director, was in attendance regarding Agenda item 8.8.1.

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that all the items listed under date April 11, 2023 – Agenda item 7 – Consent Agenda save and except Agenda items 7.3, 7.12 and 7.15 be approved as recommended.

Carried

7.1 Correspondence

Korah Collegiate and Vocational School Relay for Life – Request for Exemption

The relevant By-law 2023-46 is listed under item 12 of the Minutes.

7.2 Outstanding Council Resolutions

7.4 Tenders for Equipment Purchase – Public Works

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning equipment purchases as required by Public Works be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

- Two (2) Tandem Sander – TMS Truck Centre Ltd. \$597,772
- One (1) Tandem Plow/Sander Combo – TMS Truck Centre Ltd. \$366,976

for a total amount of \$964,748 plus HST.

Carried

7.5 Tenders for Equipment Purchase – Landfill

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning equipment purchases as required by Public Works (Landfill) be received and that the tenders for the supply and delivery of various pieces of equipment awarded as follows:

- One (1) Tandem Plow/Sander Combo – TMS Truck Centre Ltd. \$366,976
- Two (2) Refuse Trucks with Dual Automated Arms – FST Canada Inc. O/A Joe Johnson Equipment \$996,720

for a total amount of \$1,363,696 plus HST;

Further that the overage of \$118,697.05 be accommodated from within the Landfill Reserve.

Carried

7.6 Tender for Ready Mix Concrete

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning the supply of Ready Mix Concrete for the 2023 construction season commencing May 1, 2023 be received and that the tender of Fisher Wavy Inc. be approved.

Carried

7.7 Tender for Asphalt

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning the supply of Asphalt for the 2023 construction season commencing May 1, 2023 be received and that the tender of Ellwood Robinson Inc. be approved.

Carried

7.8 Manzo Park Splash Pad Components

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning design, supply and installation of Manzo Park splash pad be received and that Diamond Head Sprinklers Inc. be awarded the contract at the proposed price of \$249,950 plus HST as required by Community Development and Enterprise Service;

Further that the City be authorized to issue a Letter of Intent to Diamond Head Sprinklers Inc. to commence mobilization for the project.

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

Carried

7.9 Yates Avenue – Vector Freight Systems Four Acre Purchase

The report of the Director of Economic Development and the Assistant City Solicitor / Senior Litigation was received by Council.

The relevant By-law 2023-55 is listed under item 12 of the Minutes.

7.10 Solar-Powered Bus Shelters

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Community Services dated April 11, 2023 concerning Solar-Powered Bus Shelters be received and that Council approve the following:

- a summer pilot (option 1) to install solar panels on two (2) bus shelters where concerns have been raised using the stand alone fixture unit (Pawating Place and Peoples Road); and
- procure one (1) solar powered bus shelter to determine viability for use given our climate and longevity, pending project approval and potential change order required to the Investing in Canada Infrastructure Program.

Carried

7.11 Municipal Law Enforcement Officers

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

The relevant By-law 2023-49 is listed under item 12 of the Minutes.

7.13 Contract 2023-1E Biggings Avenue Reconstruction

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

The relevant By-laws 2023-50 and 2023-51 are listed under item 12 of the Minutes.

7.14 Contract 2023-4E Blake Avenue Reconstruction

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

The relevant By-laws 2023-52 and 2023-53 are listed under item 12 of the Minutes.

7.16 Central Creek Aqueduct Repairs

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

The relevant By-law 2023-54 is listed under item 12 of the Minutes.

7.17 Request for Deeming By-law for ITCAN (Sault) Holdings Inc. – St. Thomas Street/Bay Street Properties

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

The relevant By-law 2023-30 is listed under item 12 of the Minutes.

7.18 Intact Public Entities – Claim Handling Agreement

The report of the Risk Manager was received by Council.

The relevant By-law 2023-57 is listed under item 12 of the Minutes.

7.19 Streets By-law Amendment – Downtown Sidewalk Merchandise Display

The report of the Planner was received by Council.

The relevant By-law 2023-58 is listed under item 12 of the Minutes.

7.20 Changes to Temporary Outdoor Patios Under the Liquor Licence and Control Act

The report of the Planner was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated April 11, 2023 concerning Changes to Temporary Outdoor Patios under the *Liquor Licence and Control Act* be received as information.

Carried

7.3 TikTok

The report of the Manager of Information Technology was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Information Technology dated April 11, 2023, concerning the banning of TikTok be received and that the City proceed, by way of a corporate policy, to ban the use of TikTok for City issued electronic devices.

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

April 11, 2023 Council Minutes

Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	8	1	0	2
				Carried

Amendment:

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that the main motion be amended by adding the words "with the CAO being granted the discretion to provide an exemption for necessary staff to have access to dedicated devices in order to represent and promote the City of Sault Ste. Marie on TikTok."

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina		X		
Councillor L. Dufour				X
Councillor L. Vezeau-Allen		X		
Councillor A. Caputo	X			
Councillor R. Zagordo		X		
Councillor M. Bruni		X		
Councillor S. Kinach		X		
Councillor C. Gardi		X		
Councillor M. Scott		X		
Results	3	7	0	1
				Defeated

7.12 Civic Centre Entrance Upgrades

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Engineering dated April 11, 2023 concerning Civic Centre Entrance Upgrades be received and that Contract 2022-18E be awarded to Ontario Concrete Finishing (Soo) Ltd.; further that the reduced scope of work described in this report be removed from the contract in order to reduce cost; and that \$1,050,000 of the 2023 Capital Budget originally allocated to a Culvert replacement on Second Line at Leigh’s Bay Road and \$750,000 originally allocated to the Civic Centre Seawall Rehabilitation be redirected to the Civic Centre Entrance Upgrades.

The relevant By-law 2023-59 is listed under agenda item 12 and will be read with all by-laws under that item.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	1
				Carried

7.15 Wallace Terrace – Lyons Avenue EA Completion

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Municipal Services and Design Engineer dated April 11, 2023 concerning the Wallace Terrace – Lyons Avenue Environmental Assessment completion be received and that changes be implemented in a future resurfacing program.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach		X		
Councillor C. Gardi	X			
Councillor M. Scott		X		
Results	8	2	0	1
				Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.8 Boards and Committees

8.8.1 2023 Queenstown Board of Management (O/A The Downtown Association) Budget and 2022 Audit Report

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Chief Financial Officer and Treasurer dated April 11, 2023 concerning the Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statements for the year 2022 be received and that the Downtown Association Budget for the year 2023 be approved.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	1
				Carried

8.8.2 Walk of Fame Committee

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that Councillors M. Scott, S. Kinach, and S. Spina be appointed to the Walk of Fame Committee from January 9, 2023 to December 31, 2026.

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

Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	1

Carried

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

9.1 Better Traffic Flow / Less Idling

Moved by: Councillor C. Gardi
 Seconded by: Councillor S. Spina

Whereas Sault Ste. Marie continues to promote itself as both an environmentally friendly community, and a community that is set apart from southern Ontario communities in its lack of traffic congestion; and

Whereas the ability to move relatively easily from one end of the City to the other, and the lack of traffic congestion, is an important selling feature of Sault Ste. Marie’s work-life balance; and

Whereas having vehicles unnecessarily idle at intersections creates additional greenhouse gas emissions; and

Whereas there are many solutions to improving traffic flow, from the better timing for traffic signals, to flashing signals at certain hours, to scheduling when advanced arrows should be in use, to the removal of traffic signals where they are unwarranted;

Now Therefore Be It Resolved that staff be requested to conduct a review of Sault Ste. Marie’s traffic signals and determine if there are improvements that can be made that will:

- Improve traffic flow;
- Reduce unnecessary idling;
- Determine where traffic signals are unwarranted;
- Recommend alternate traffic management techniques; and

- Any other outcome that will generally make the movement within the municipality easier.

Further Be It Resolved that staff be directed to report on these outcomes by September 2023.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	1
				Carried

9.2 Partnership with Garden River First Nation in CEDI Program

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor A. Caputo

Whereas the City of Sault Ste. Marie intends to improve intergovernmental relations with Ketegaunseebee (Garden River First Nation) and enter into a community-to-community relationship with Garden River First Nation; and

Whereas the City of Sault Ste. Marie commits the participation of the community in the First Nation – Municipal Community Economic Development Initiative (CEDI) from November 24, 2022 until January 2025; and

Whereas the City of Sault Ste. Marie City Council has appointed Mayor Matthew Shoemaker as their elected official Working Group champion and Councillor Angela Caputo as the alternate; and

Whereas the City of Sault Ste. Marie has appointed Deputy CAO Tom Vair and Director of Economic Development Rick Van Staveren as their staff Working Group champions; and

Whereas the City of Sault Ste. Marie commits to the following resources in collaboration with the Garden River First Nation through a collaborative joint Working Group:

1. Elected and staff Working Group champions meet monthly with the Garden River First Nation Working Group champions as a joint Working Group throughout the CEDI process.
2. Coordinate a contingency plan for the CEDI Working Group champions should a designated person leave their position prior to January 2025.
3. Organize and participate in five 1-1.5-day joint workshops; ensuring there is representation of the elected officials, senior administration, economic development and land management/planning staff from each community at each workshop.
4. Organize ongoing community engagement to keep the community informed about CEDI program participation, partnership with Garden River First Nation and joint community economic development initiatives.
5. Agree to maintain communication with CEDI staff and to assist with coordinating the logistics of community visits, strategic meetings and workshops, as appropriate.
6. Provide in-kind and financial resources required to hold the meetings.
7. Provide additional staff time and support as required by the joint Working Group.
8. Actively participate in the planning for and management of the jointly accessed Capacity Building Grant.

Now Therefore Be It Resolved that the City of Sault Ste. Marie supports the participation in First Nation-Municipal Community Economic Development Initiative (CEDI) from November 24, 2022 until January 2025.

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

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

9.3 Property Demolition Fund

Moved by: Councillor A. Caputo
 Seconded by: Councillor R. Zagordo

Whereas on December 12, 2022 Council of the City of Sault Ste. Marie set aside \$250,000 to establish a Property Demolition Fund, with criteria to be set by staff pursuant to a future Council resolution; and

Whereas there are many derelict buildings on services properties in the City of Sault Ste. Marie that could be redeveloped and assist the Sault in its continuing efforts to enhance or maintain affordable housing in our community; and

Whereas the demolition of derelict properties is something that is currently done through existing operation budgets, or is put off due to a lack of funding;

Now Therefore Be It Resolved That the Affordable Housing Taskforce, along with any other required staff, and either in conjunction with or independent of any other recommended incentives, determine a target amount for the Property Demolition Fund Reserve, and what criteria would be used to access said reserve, as well as options for replenishment of the reserve as it depletes.

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

Resolved that By-law 2023-46 being a by-law to amend Noise Control By-law 80-200 to allow for an exemption from the Noise Control By-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 8, 2023 to 7:00 a.m. on June 9, 2023 be passed in open Council this 11th day of April, 2023.

Carried

12.1.3 By-law 2023-48 (Agreement) GFL Memorial Gardens Stair Improvements

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2023-48 being a by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Ltd. for the GFL Memorial Gardens Stair Improvements be passed in open Council this 11th day of April, 2023.

Carried

12.1.4 By-law 2023-49 (Parking) Municipal Law Enforcement Officers (By-law 90-305)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2023-49 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 11th day of April, 2023.

Carried

**12.1.5 By-law 2023-50 (Engineering) Contract 2023-1E Biggings Avenue Reconstruction
EllisDon Industrial Inc.**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2023-50 being a by-law to authorize the execution of the Contract between the City and EllisDon Industrial Inc. for the reconstruction of Biggings Avenue between Queen Street East and Wellington Street East (Contract 2023-1E) be passed in open Council this 11th day of April, 2023.

Carried

12.1.6 By-law 2023-51 (Temporary Street Closing) Biggings Avenue

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2023-51 being a by-law to permit the temporary closing of Biggings Avenue between Queen Street East and Wellington Street East including intersections from May 1, 2023 to November 30, 2023 to facilitate the reconstruction of Biggings Avenue be passed in open Council this 11th day of April, 2023.

Carried

12.1.9 By-law 2023-54 (Engineering) Central Creek Aqueduct Repairs (Contract 2023-6E)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2023-54 being a by-law to authorize the execution of the Contract between the City and Steel Speed Civil Inc. for the 2023 Central Creek Aqueduct Repairs (Contract 2023-6E) be passed in open Council this 11th day of April, 2023.

Carried

12.1.10 By-law 2023-55 (Property Sale) Yates Avenue sale Vector Freight Systems Inc.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2023-55 being a by-law to declare the City owned property legally described as PT PIN 31609-0384 (LT) specifically the four (4) acre parcel identified in Schedule "A" as surplus to the City's needs and to authorize the disposition of the said property to Vector Freight Systems Inc. or as otherwise directed be passed in open Council this 11th day of April, 2023.

Carried

12.1.11 By-law 2023-56 (Agreement) Dedicated Gas Tax Funds 2022-2023

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2023-56 being a by-law to authorize the execution of the Letter of Agreement between the City and His Majesty the King 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 2022-23 be passed in open Council this 11th day of April, 2023.

Carried

12.1.12 By-law 2023-57 (Agreement) Claim Handling Procedures City and Intact Public Entities

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2023-57 being a by-law to authorize the execution of the Agreement between the City and Intact Public Entities for claim handling procedures for Policy No. CP83590 be passed in open Council this 11th day of April, 2023.

Carried

12.1.13 By-law 2023-58 (Streets) Outdoor Merchandising – Amending Streets By-law 2008-131

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2023-58 being a by-law to amend Streets By-law 2008-131 being a by-law respecting streets and related matters be passed in open Council this 11th day of April, 2023.

Carried

12.1.14 By-law 2023-59 (Engineering) Civic Centre Entrance Upgrade (Contract 2022-18E)

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2023-59 being a by-law to authorize the execution of the Contract between the City and Ontario Concrete Finishing (SOO) Ltd. for improvements to the front entrance to the Civic Centre (Contract 2022-18E) be passed in open Council this 11th day of April, 2023.

Carried

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

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

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

14. Closed Session

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to consider one item concerning labour relations or employee 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)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; 239(2)(d) labour relations or employee negotiations).

Carried

15. Adjournment

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Menstrual Health Day highlights the importance of menstrual equity and public education that advocates for equitable access to proper menstrual hygiene; and

WHEREAS This day raises awareness about the challenges that women, girls and gender diverse people experience due to menstruation. It also highlights the importance of menstrual hygiene; and

WHEREAS It is a time to speak positively about periods and help end the stigma around them, while understanding the need for equality, including providing marginalized communities with access to free menstrual hygiene products that reduce period poverty in our community; and

WHEREAS Through open dialogue, we can work to promote equitable access to hygiene needs and products.

NOW THEREFORE, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, proclaim **May 28th, 2023** as **Menstrual Health Day** in Sault Ste. Marie and encourage support of organizations and individuals committed to raising awareness about the needs of the community through education to ensure the health and well-being of our community is improved.

Signed,

Matthew Shoemaker
MAYOR

**Annual Report
of the
Integrity Commissioner
for
The Corporation of the City of Sault Ste. Marie**

(Covering the period from 1 July 2021 to 31 December 2022)

Prepared By: Antoinette Blunt, Ironside Consulting Services Inc.

Date Submitted: April 24, 2023



Table of Contents

Background	3
Request for Advice	3
Expenditures During Period and Total Since Appointment	3

Background

On May 1, 2018, the Council of the Corporation of the City of Sault Ste. Marie, appointed Antoinette Blunt, President, Ironside Consulting Services Inc. as the City's first Integrity Commissioner. The period of appointment was from May 1, 2018 until December 31, 2020. This appointment was extended by mutual agreement of the parties, on December 14, 2020 until March 31, 2023. This appointment was further extended by mutual agreement of the parties, on March 20, 2023, until July 31, 2023. This report represents the services provided from July 1, 2021 to December 31, 2022.

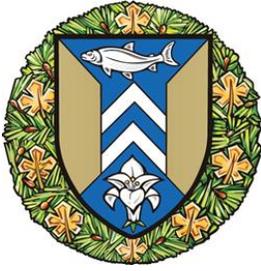
Request for Advice

A request for advice was made by Councillor Shoemaker regarding the Municipal Conflict of Interest Act (MCIA), and potential conflicts of interest. Given the Integrity Commissioner is not a lawyer, Councillor Shoemaker was referred to Mr. John Hart of Ritchie Ketcheson Hart & Biggart. Mr. Hart provided some general information to the Integrity Commissioner as well regarding the MCIA.

Expenditures During Period and Total Since Appointment

The cost for services rendered for the period from from July 1, 2021 to December 31, 2022, was \$6,402.45. This included the legal services provided by Mr. Hart and the development of the 2021 Annual Report for Council.

The total cost for services rendered since date of initial appointment in 2018 is \$11,933.81.



The Corporation of the
City of Sault Ste. Marie
C O U N C I L R E P O R T

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Municipally Significant Event

Purpose

The purpose of this report is to obtain approval of a policy regarding municipally significant events.

Background

A special occasion permit is required from the Alcohol and Gaming Commission of Ontario any time alcohol is offered for sale, served or consumed anywhere other than in a licensed establishment or a private place. Special occasion permits are required for occasional, special events.

A public event special occasion permit may be issued to a charitable organization registered under the Income Tax Act or a non-profit organization or association organized to promote charitable, educational, religious or community objects.

An individual or business may also apply for a public event special occasion permit if organizing an event of "provincial, national or international significance" or "municipal significance". A Council resolution or letter from the City Clerk indicating that the event is municipally significant is required.

Analysis

The Alcohol and Gaming Commission of Ontario does not define a "municipally significant" event.

A draft policy defining a municipally significant event, setting criteria for circulation and comment (including insurance requirements) and delegating authority to approve municipally significant events to the City Clerk is attached.

Financial Implications

There is no financial implication to declaring public events municipally significant.

Strategic Plan / Policy Impact / Climate Impact

Declaring public events as municipally significant links to the Quality of Life focus area in the Corporate Strategic Plan.

Municipally Significant Event

May 1, 2023

Page 2.

There is no climate impact to the declaration of municipally significant events.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-75 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Rachel Tyczinski

City Clerk

705.759.5391

r.tyczinski@cityssm.on.ca



Subject: Municipally Significant Events (AGCO Special Occasion Permits)
Service Area: Corporate Services (City Clerk)
Source: Council Resolution
Date: May 1, 2023

Purpose:

The purpose of this policy is to establish criteria to designate a public event as a municipally significant event.

Application:

This policy shall apply to public event organizers seeking designation of a public event as a “municipally significant event” for the purpose of applying to acquire a special occasion permit under the *Liquor Licence and Control Act*, as amended, for the sale and service of alcohol at a public event.

Definitions:

“Business day” shall mean any Monday, Tuesday, Wednesday, Thursday or Friday excluding any of those days that fall on a statutory holiday

“City” shall mean The Corporation of the City of Sault Ste. Marie

“Municipally significant event” shall mean a one-time annual or infrequently occurring event that is open to the public, has a pre-determined opening and closing date and time and which:

- a. Has a local, regional, national or international historical or cultural significance;
- b. Builds awareness of diverse cultures;
- c. Promotes the social, cultural or economic development of the City; or
- d. Benefits the community at large.

“Public event” shall mean an event that is open to the general public.

Scope:

The City Clerk is delegated authority to issue a letter designating a public event as a municipally significant event on behalf of the City.

The City Clerk shall circulate all applications for designation as a municipally significant event to the following stakeholders for comment:

- a. Sault Ste. Marie Fire Service
- b. City By-law Enforcement Division
- c. City Chief Building Official
- d. City Risk Manager
- e. Sault Ste. Marie Police Service



f. Algoma Public Health

The stakeholders listed above shall be given five (5) business days to provide any concerns regarding the application for designation as a municipally significant event, after which the City Clerk will proceed to evaluate the request based upon any concerns received within the given time frame.

Public events must meet the following criteria to be considered by the City of Sault Ste. Marie for designation as a municipally significant event:

- a. Fall within the definition of a municipally significant event as defined in this policy;
- b. Serve the public interest by upholding the by-laws and policies of the City of Sault Ste. Marie and any other applicable legislation; and
- c. Will host no less than 100 members of the general public.

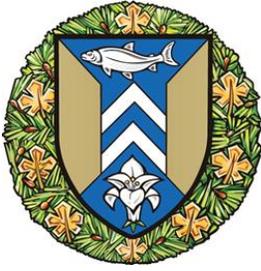
Applicants must submit their request for designation as a municipally significant event on the prescribed application form no less than forty-five (45) days before the proposed event for events under 5,000 attendees and no less than seventy-five (75) days before the proposed event for events over 5,000 attendees.

Applicants must maintain a minimum of five million (\$5,000,000) dollars liability insurance naming "The Corporation of the City of Sault Ste. Marie" as an additional insured providing a Certificate of Insurance showing same, at least ten (10) business days prior to the event. The permit holder shall be required to indemnify and save the City of Sault Ste. Marie harmless from all claims arising from the permit or event. Each event will be considered on its own merit, noting that the actual insurance limits required may be increased at the discretion of the City of Sault Ste. Marie.

The City Clerk will issue a letter to the applicant declaring the event as municipally significant only if it meets the above criteria.

The City Clerk is not obligated to designate any event as municipally significant and may refer the request to City Council for a decision.

Note: While the City of Sault Ste. Marie may designate an event, the Registrar for the Alcohol and Gaming Commission of Ontario has the final decision as to whether or not to issue a special occasion permit for a public event.



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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer &
Treasurer
DEPARTMENT: Corporate Services
RE: By-law to Issue Debenture for Twin Pad Arena

Purpose

The purpose of this report is to seek Council's approval of the by-law to issue the debenture for the Twin Pad Arena.

Background

On December 7, 2020 Council approved the funding of the Twin Pad project through long term debt up to \$28,800,000. The Borrowing by-law approving the long term debt was approved by Council on January 11, 2021. Application was made to Infrastructure Ontario and was approved and the agreement signed April 16, 2021.

On May 31, 2021 Provincial funding was announced for \$18,332,647 for the project. The total project was approved in the amount of \$32,809,500, resulting in a decrease of long term debt to \$14,500,000. The agreement with IO was amended to reflect the new amount on June 25, 2021. The term of the debt remained at 25 years.

On March 20, 2023 Council approved the reduction of the long term debt term from 25 years to 15 years.

Analysis

The grand opening of the NCC-Twin Pad Arenas took place on March 6, 2023. With substantial completion of the project a by-law is being presented to issue the debenture for the long term debt financing of the project.

The debenture rate has been set at 4.36% with an annual repayment amount of \$1,327,115. The first semi-annual payment will be due on November 15, 2023.

Financial Implications

The annual long term debt repayment can be accommodated in the current 2023 budget amount of \$1.4 million. The excess budget for 2023 will be returned to the Asset Management Reserve from which the debt servicing was provided.

By-law to Issue Debenture for Twin Pad Arena

May 1, 2023

Page 2.

Strategic Plan / Policy Impact / Climate Impact

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

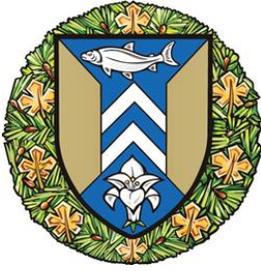
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-61 is listed under item 12 of the Agenda and will be read with all by-laws under that item

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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP – Banking Services

Purpose

This report has been prepared for your information and consideration on behalf of the Evaluation Committee concerning proposals received for Banking Services specific to the needs of City of Sault Ste. Marie for an initial five (5) year term, with option to extend for a second five (5) year term upon mutual consent, as required by Finance Department. Staff is seeking Council approval of the Evaluation Committee's recommendation.

Background

The Request for Proposal was publicly advertised, and proposal document forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on January 26, 2023.

Analysis

Proposals from four (4) proponents were received prior to the closing date.

- Bank of Montreal
- The Toronto Dominion Bank
- RBC Royal Bank
- The Bank of Nova Scotia

The proposals received have been evaluated by a committee comprised of City staff from Finance Department and Information Technology.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is The Bank of Nova Scotia.

Resource Impact - The change over will be a labour intensive process and require significant staff time. The Bank of Nova Scotia is prepared to provide reimbursement towards reasonable and documented transition related costs.

Financial Implications

Expense – Banking Service fees have been waived for day to day transactions as set out in our chart of fees within the RFP for this term. There may be other fees that will be applicable but they can be accommodated with the operating budget

RFP – Banking Services

May 1, 2023

Page 2.

for bank service charges. Note that the level of fees is based upon our historical bank balance and can be impacted if the level decreases by more than 15%.

Revenue – Deposit interest revenue varies depending upon Prime Rate climate in Canada and funds held. ScotiaBank has provided a very competitive deduction on Prime Rates related to interest on City Accounts.

Strategic Plan / Policy Impact / Climate Impact

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

Banking services have evolved to automated, electronic methods for daily operational activities which will be continued with digitalization options offered by Scotiabank.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated May 1, 2023 concerning Banking Services be received and that the recommendation to select The Bank of Nova Scotia to provide the services as required by the Finance Accounting Division for an initial five (5) year term, with option to extend for a second five (5) year term upon mutual consent through Service Level Agreement, be approved

Further delegated authority for Chief Financial Officer (CFO) or alternatively Chief Administrative Officer (CAO) to sign legal documentation required for accounts, products, services to ensure smooth transition and timely implementation of services, be approved.

The relevant By-laws 2023-67 and 2023-72 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

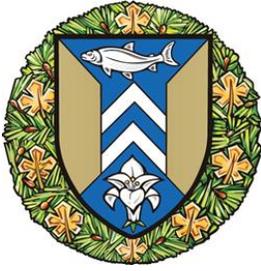
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759-5298

k.marlow@cityssm.on.ca



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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Tenders for Equipment Purchase – Public Works

Purpose

Attached hereto for Council's information and consideration are the summaries of tenders received for the supply and delivery of various pieces of equipment required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

Background

The tenders were publicly advertised and tender documents forwarded to all firms on the bidders list. Opening of the tenders took place on March 23, 2023 and April 13, 2023 with the Clerks Office in attendance.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – Public Works and the low tendered prices, meeting specifications, have been indicated on their respective summaries attached.

Financial Implications

The total purchase price for this equipment replacement is \$841,398.82 including non-rebatable HST.

During the 2023 Budget deliberations, Council approved the allocations of:
\$3,300,000 for Publics Works Equipment which included the purchase of three (3) of these units listed. The purchase amounts *tax included*, can be accommodated within current balance for this allocation; and further
\$ 139,000 for Sanitary Sewer Surcharge Funds for the purchase of one (1) of the units listed (utility van). Finance has confirmed the Sanitary Surcharge Funds can absorb the overage of \$11,805.27 *tax included*, on this unit.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Tenders for Equipment Purchase – Public Works

May 1, 2023

Page 2.

Resolved that the report of the Manager of Purchasing dated May 1, 2023 concerning equipment purchases as required by Public Works be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

One (1) Articulated Wheeled Loader	Toromont CAT	\$345,259.23
One (1) Farm Tractor w/Loader	Northshore Tractor Ltd.	\$128,136.09
One (1) Aerial Platform Truck	Commercial Truck Equipment Corp.	\$205,254.00
One (1) Utility Step Van	TMS Truck Centre Ltd.	\$148,197.00

for a total amount of \$826,846.32 plus HST be approved.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

SUMMARY OF TENDERS
ONE (1) ARTICULATED WHEELED LOADER

<u>Firm</u>	<u>Year, Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Purchase Price/Unit Inc. Maintenance (HST extra)</u>	<u>Remarks</u>
Brandt Tractor Ltd. Lively, ON	2023 John Deere 524 TC	90 w/days	5 years/7500 hrs.	\$388,837.25	Meets Specification
Hood Equipment Rosslyn, ON	2023 Hyundai HL940ATM	160w/days	5 years	\$316,815.00	Does Not Meet Specification
J.R. Brisson Equipment Vars, ON	2023/24 Case 621 G XT	200 w/days	5 years	\$365,000.00	Meets Specification
North Rock JCB Val Caron, ON	2023 JCB 427 TX	130 w/days	5 years	\$438,177.00	Does Not Meet Specification
ReadyQuip Sales Timmins, ON	2023 Dossan DL250-TC-7	120 w/days	5 years	\$381,830.80	Does Not Meet Specification
Strongco Sudbury, ON	2023 Volvo L70H	200 w/days	5 years	\$386,226.00	Meets Specification
Toromont Cat Sault Ste. Marie, ON	2023 Caterpillar 926M	90 w/days	5 years	\$345,259.23	Meets Specification

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be \$351,335.79 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by Toromont Cat, be accepted.

Karen Marlow
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: April 13, 2023
File: 2023PWE-PWT-20-T

SUMMARY OF TENDERS
ONE (1) FARM TRACTOR WITH LOADER

<u>Firm</u>	<u>Year, Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Northshore Tractor Ltd. Echo Bay, ON	2023 J.D. 5095M	250 w/days	2 years/2000 hrs	\$128,136.09	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.

Although only one tender was received, it is deemed fair and equitable.

The total cost to the City will be \$130,391.29 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by Northshore Tractor Ltd., be accepted.

Karen Marlow
Manager of Purchasing

Public Works
Buildings and Equipment
2023 Capital Equipment Item 4

Received: April 13, 2023
File: 2023PWE-PWT-26-T

SUMMARY OF TENDERS
ONE (1) AERIAL PLATFORM TRUCK

<u>Firm</u>	<u>Year, Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Commercial Truck Equipment Corp. Woodstock, ON.	2024 Terex LT40	285 w/days	1 year	\$205,254.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.

Although only one tender was received, it is deemed fair and equitable.

The total cost to the City will be \$208,866.47 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by Commercial Truck Equipment Corp., be accepted.

Karen Marlow
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: April 13, 2023
File: 2023PWE-PWT-17-T

SUMMARY OF TENDERS
ONE (1) UTILITY STEP VAN

<u>Firm</u>	<u>Year, Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
TMS Truck Centre Ltd. Sault Ste. Marie, ON	2023 Morgan Olsen Route Star	175 -190 w/days	1 year	\$148,197.00	Meets Specifications

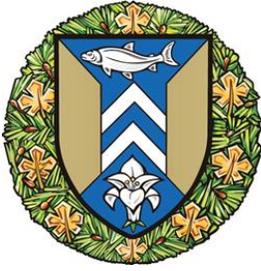
Note: The low tendered price, meeting specifications, is boxed above.

Although only one tender was received, it is deemed fair and equitable.

The total cost to the City will be \$150,805.27 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by TMS Truck Centre Ltd., 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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Lisa Petrocco, CPA, CGA Manager of Taxation
DEPARTMENT: Corporate Services
RE: Vacant Unit Rebate Bylaw (Housekeeping)

Purpose

The purpose of this report is to amend Vacant Unit Rebate Bylaw 2002-124 as provided under s. 28 of Ontario Regulation 325/01.

Background

In 2017, Council approved changes to its Vacant Unit Rebate by-law 2002-124. These changes required approval from the Minister of Finance in order for them to be enacted. The Minister provided this approval via O. Reg 581/17 and consequently s.28 was added to O. Reg 325/01.

The Municipality has followed the requirements of s.28 of O. Reg 325/01 and not provided rebates to properties in either the Shopping Centre or Industrial Tax Classes, as well as restricting eligibility to a maximum of three rebates in any 10 year period.

Analysis

Municipalities are granted authority to provide Vacant Unit Rebate Programs from O. Reg 325/01 and must be consistent with the requirements of the regulation. The City has administered its Vacant Unit Rebate Program in accordance with the requirements of s. 28 of O. Reg 325/01 since 2017. It is appropriate for the Municipality to formally recognize the requirements in a bylaw.

Financial Implications

Not applicable

Strategic Plan / Policy Impact / Climate Impact

Not applicable

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-Law 2023-73 is listed under Agenda item 12 and will be read with all by-laws under that item.

Vacant Unit Rebate Bylaw

May 1, 2023

Page 2.

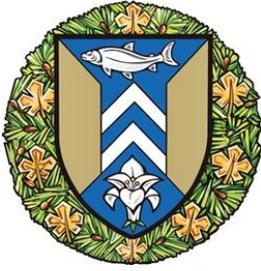
Respectfully submitted,

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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Lisa Petrocco, CPA, CGA Manager of Taxation
DEPARTMENT: Corporate Services
RE: 2023 Property Tax Capping Options

Purpose

Municipalities in Ontario are required to pass a by-law annually to adopt optional tools for the purposes of administering limits for the non-residential tax classes. The purpose of this report is to seek Council approval of the by-law

Background

In 1998, the Province of Ontario introduced the Tax Capping program to protect commercial, industrial and multi-residential properties from significant property tax increases. This program limits or “caps” tax increases at 5% due to changes in property value.

Capping limits landowners from paying the full amount of taxes based on the assessed value of the property. When properties experience a decline in property value, which would normally lead to a decrease in property tax, the capping program “claws back” from them to fund the revenue shortfall resulting from the capping limit placed on property experiencing an increase in value. In other words, decreasing property owners fund the increasing properties’ cap on their tax increase. If there is not enough room in the properties being clawed back to finance the capped properties then a shortfall occurs which is funded by general revenue, reserves or all other classes.

The caps established are not intended to be permanent. The ultimate goal is eventually to have all properties at their Current Value Assessment (CVA), which under the current property tax system is the fairest measure. The Province has added additional tools to assist municipalities reaching the objective of CVA and thus exiting from capping permanently. Generally, this will involve shifting the tax burden among properties within the affected property class.

Analysis

In setting the objectives and tax capping options it should be recognized that properties with assessment increases will also have protection from large assessment changes by the four-year phase-in, as well as capping. For 2023, reassessment has been deferred by the Province so there will be no phase-in

impact. It should also be noted that tax ratios are systematically decreasing the tax burden in the industrial and commercial sector due to levy restriction.

Staff's objectives in establishing the capping options were:

- To utilize tools that will assist in reaching the goal of CVA tax and thus exit capping in the non-residential property classes in the future (ie. A greater percentage of properties will reach CVA)
- To find an acceptable balance to allow decreasing properties to realize their tax decrease while not transferring excessive burden in one year to increasing properties
- Mitigate shortfalls in financing capped properties from the claw back properties

Currently Sault Ste. Marie's industrial and commercial classes are subject to capping. The following options may be used singularly or in combination with other options:

- The amount of the annual cap can be set to a maximum of 10% of last year's capped taxes
- A minimum cap of 5% of the prior year CVA tax can be implemented
- Properties that would receive a cap credit of \$500 or less can be moved directly to CVA tax
- Properties that would be subject to a claw back of \$500 or less can be moved directly to CVA tax
- Exempt properties from the capping calculation where the previous year's capped taxes for the property equal to the uncapped taxes for the year
- Exempt properties from the capping calculation where the previous years capped taxes were less than the previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current year's CVA taxes or vice-versa

The available options were reviewed for each of the classes and compared to the status quo (options used in 2022). Staff is recommending that the maximum use of capping tools be utilized for the Commercial, which is the same as 2022. This option for the Commercial class which will now enter the second of four years to phase out capping permanently. Staff is recommending that the maximum use of capping tools be utilized for the Industrial class as well. This will provide more properties to retain their decreases, as well as decrease the amount of properties subject to capping. Properties not subject to capping are taxed at CVA.

Financial Implications

The setting of the property tax capping does not affect the levy requirement for 2023.

Strategic Plan / Policy Impact / Climate Impact

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

2023 Property Tax Capping Options

May 1, 2023

Page 3.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-63 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Lisa Petrocco

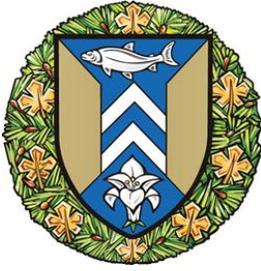
Manager of Taxation

705.541.7065

l.petrocco@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE MARIE
TAX CAPPING OPTION - 2023

	Commercial	Industrial	
	Status Quo/ Recommended	Status Quo	Recommended
Annualized Tax Limit	10%	10%	10%
Prior Year CVA Tax Limit	10%	5%	10%
CVA Tax Threshold - Increases	\$500	\$500	\$500
CVA Tax Threshold - Decreasers	\$500	\$500	\$500
Exclude Properties Previously at CVA Tax	Yes	Yes	Yes
Exclude Properties that Move from Capped to Clawed Back	Yes	Yes	Yes
Exclude Properties that Move from Clawed Back to Capped	Yes	Yes	Yes
Exclude Reassessment Increase	N/A	N/A	N/A
Capping phase out	Year 2 (1/3)	No	No
Clawback (%Claw)	2362.483200%	26.821117%	22.625786%
Decrease Retained (%Decr)	76.375168%	73.178883%	77.374214%
Cost of Capping	\$ (5,406)	\$ (73,444)	\$ (61,956)
Clawback Amount	\$ 5,406	\$ 73,444	\$ 61,956
Net Class Impact	\$ -		\$ -
Capped/Protected by Annualized Tax Limit	4	17	0
Capped/Protected by CVA Tax Limit	0	2	16
Tax Above CVA Tax due to Clawback	5	3	3
Total Subject to Capping	9	22	19



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Lisa Petrocco CPA, CGA Manager of Taxation
DEPARTMENT: Corporate Services
RE: 2023 Tax Policy and Rates

Purpose

The purpose of this report is to provide the tax rate options for 2023. Staff is seeking Council approval of the recommended option

Background

The Long Term Tax Policy approved by Council on November 21, 2016 sets out Council's objectives in setting the annual tax policy. The fundamental purpose of the tax policy is to assist in the achievement of municipal goals and objectives by controlling the distribution of taxes between property classes. The Long Term Tax Policy recognized that significant decreases in the industrial assessment since 2007 lead to inequitable tax ratios in that class. The tax policy will be updated and provided to Council for the next reassessment cycle.

The scheduled reassessment for 2020 was deferred by the Province in the March 2020 Economic and Fiscal Update to maintain stability in the context of the emerging pandemic. The Province announced to further postpone the property tax reassessment until after 2023. The government will be seeking input from municipalities, taxpayers and interested stakeholders through the Property Assessment and Taxation Review. The review will look at the timing and valuation date for the next reassessment and the results will be communicated before the next reassessment.

Council approved the 2023 Operating Budget levy of \$134,304,141 on February 13, 2023.

Analysis

In recommending a tax ratio option, staff looked at the general objectives for the 2023 tax rates based upon the Long Term Tax Policy guidelines:

- Residential class increase equal to or less than total levy increase (4.86%)
- Proactively balance tax distribution to provide for the tax ratios of the Industrial and Commercial classes to be less than previous year

- Manage inter-class assessment shifts where possible

Tax ratios must be set within the guidelines prescribed by the Province. The Municipal Act provides a range of tax policy tools to municipalities to alter the tax burdens both within and between tax classes. The tools provide the following options:

- Adopt the current tax ratios (starting ratios)
- Adopt revenue neutral ratios to mitigate the assessment related tax shifts between classes
 - The reassessment has been deferred by the Province thus the assessment base remains the same as 2020, as adjusted for appeals, new assessment, etc. There are no significant tax shifts that would require revenue neutral ratios.
- Establish a new ratio that is closer to or within the Range of Fairness (alternative ratios)

Summary of Tax Ratio Options:

Starting Ratios

The current tax ratios, or starting ratios, reflect a residential tax increase that is less than the total levy increase, as well it reduces the commercial and industrial tax ratios slightly. The levy restriction will naturally decrease the tax ratio for the Commercial and Industrial classes, which aligns with the objective of decreasing the ratios over time.

Revenue Neutral Ratios

Without significant assessment base shifts in 2023, this scenario is not applicable.

Alternate Ratios

With little assessment growth, proactive movement of class ratios closer to the Range of Fairness could not be accomplished without impacting the other classes detrimentally. Increasing the residential rate to equal the levy increase and further reduce the Industrial class causes the multi-residential class to be in excess of the levy increase. This does not align to the objectives of the Rental Housing Community Plan to attract significant investment and increase the tax base in the multi-residential class, and hence additional housing units.

The above analysis does not include the effect of education taxes, which the City collects on behalf of the Province, or tax capping. Tax capping has in-class implications and does not affect the overall tax ratios of the classes. The tax capping recommendations and by-law appear elsewhere on the agenda.

Staff is recommending the Starting Ratio Scenario as it will minimize the impact to the residential and multi-residential classes and still maintain a decrease in the tax ratios for the Industrial and Commercial classes.

The dollar and percentage tax change for the median property (midpoint) for various property types are shown in Appendix A. Under the recommended Starting Ratio Scenario, 83.8% (2022 90.5%) of the residential properties will increase \$17.75 (2022 \$17) per month or less for municipal taxes.

Financial Implications

The setting of the 2023 tax rates does not affect the levy requirement for 2023. The only implication is the distribution of the levy amongst the tax classes.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2023-64, 2023-65 and 2023-66 appear elsewhere on the agenda and are recommended for approval.

Respectfully submitted,

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

2023 Levy Increase	4.86%
Less: 2022 Assessment Growth	0.71%
Other Adjustments	-0.01%
Tax increase	4.14%

Class	2022		Starting Ratios					Alternate Ratio: Residential at levy increase % with decrease to Industrial				
	Tax Ratios	% of tax	Municipal	Chg from 2022 after growth	Tax Ratio	Change from 2022 ratio	% of tax	Municipal	Chg from 2022 after growth	Tax Ratio	Change from 2022 ratio	% of tax
Taxable												
Residential	1.000000	64.7%	87,732,061	4.77%	1.000000	0.000	65.3%	87,811,001	4.86%	1.000000	0.000	65.4%
New Multi-residential	1.082000	0.001	295,716	4.82%	1.082000	0.000	0.2%	295,982	4.91%	1.082000	0.000	0.2%
Multi-residential	1.082000	5.5%	7,374,416	4.82%	1.082000	0.000	5.5%	7,381,055	4.91%	1.082000	0.000	5.5%
Com. Occupied	2.058220	16.5%	21,680,028	2.60%	2.015884	-0.042	16.1%	21,699,710	2.69%	2.015884	-0.042	16.2%
Com. Exc. Land	1.440754	0.1%	102,448	2.55%	1.411119	-0.030	0.1%	102,540	2.64%	1.411119	-0.030	0.1%
Shopping Occ.	2.184934	3.6%	4,676,222	2.61%	2.139993	-0.045	3.5%	4,680,469	2.70%	2.139993	-0.045	3.5%
Shopping Exc.	1.529454	0.0%	0	0.00%	1.497995	-0.031	0.0%	0	0.00%	1.497995	-0.031	0.0%
Office Occupied	2.861279	0.5%	736,790	2.61%	2.802426	-0.059	0.5%	737,459	2.70%	2.802426	-0.059	0.5%
Office Exc. Land	2.002895	0.0%	0	0.00%	1.961698	-0.041	0.0%	0	0.00%	1.961698	-0.041	0.0%
Parking/Vac. Land	1.521701	0.4%	557,826	2.60%	1.490401	-0.031	0.4%	558,333	2.69%	1.490401	-0.031	0.4%
Ind. Occupied	4.426700	2.1%	2,844,066	2.52%	4.335648	-0.091	2.1%	2,813,137	1.40%	4.284610	-0.142	2.1%
Ind. Exc. Land	2.877355	0.0%	43,374	2.49%	2.818171	-0.059	0.0%	42,902	1.38%	2.784997	-0.092	0.0%
Ind. Vac. Land	2.877355	0.2%	264,729	2.60%	2.818171	-0.059	0.2%	261,850	1.48%	2.784997	-0.092	0.2%
Large Ind. Occ.	7.861940	5.4%	7,115,739	2.61%	7.700229	-0.162	5.3%	7,038,359	1.49%	7.609584	-0.252	5.2%
Large Ind. Exc.	5.110261	0.0%	18,850	2.61%	5.005149	-0.105	0.0%	18,645	1.49%	4.946230	-0.164	0.0%
Landfills	1.884024	0.0%	0	0.00%	1.884024	0.000	0.0%	0	0.00%	1.884024	0.000	0.0%
Pipelines	2.093910	0.6%	845,499	4.43%	2.093910	0.000	0.6%	846,258	4.52%	2.093910	0.000	0.6%
Farm	0.250000	0.0%	6,255	4.46%	0.250000	0.000	0.0%	6,261	4.56%	0.250000	0.000	0.0%
Managed Forests	0.250000	0.0%	10,163	4.45%	0.250000	0.000	0.0%	10,173	4.55%	0.250000	0.000	0.0%
Total Taxable			134,304,183	4.14%				134,304,135	4.14%			

Median/Typical Property	2023 CVA	% CVA change *	\$ Tax Change	% Tax Change	\$ Tax Change	% Tax Change
Single Family Dwelling	196,000	0.00%	\$141.28	4.82%	\$144.04	4.91%
Apartment Building	1,585,000	0.00%	\$1,236.16	4.82%	\$1,260.36	4.91%
Small Office Building	318,000	0.00%	\$250.48	2.61%	\$259.43	2.70%
Small Retail Commercial Property	207,000	0.00%	\$163.05	2.61%	\$168.87	2.70%
Standard Industrial Property	605,000	0.00%	\$1,025.00	2.61%	\$586.88	1.49%

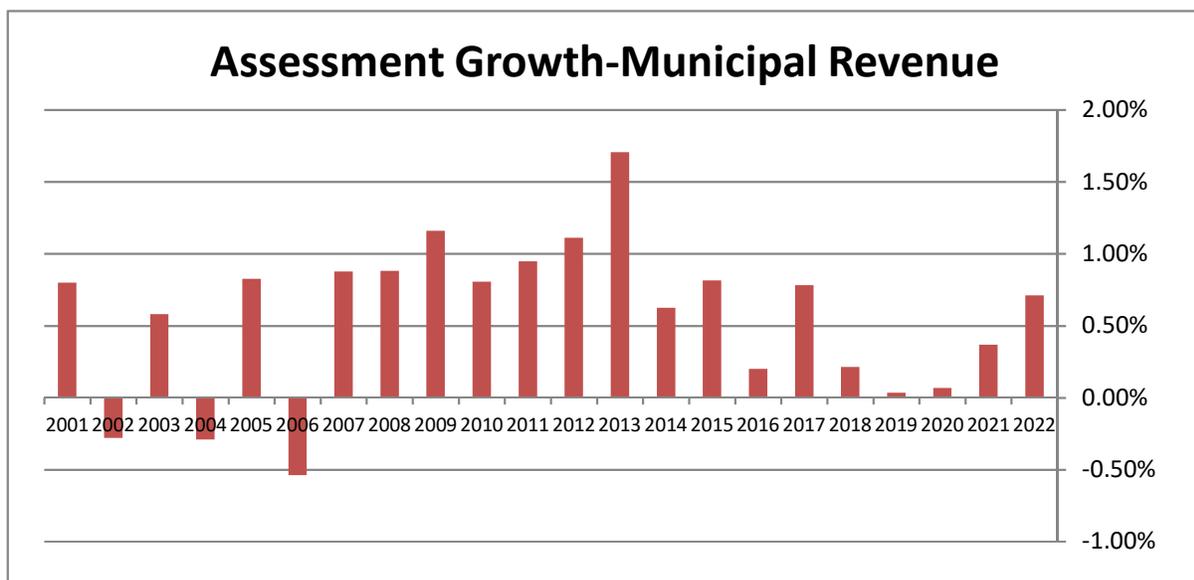
*Reassessment scheduled for 2021 was postponed by Province until 2024.

The median or typical property in each group represents a property with an assessed value at or near the midpoint or median for the group and a per cent change in assessment for the year at or near the median for the group.

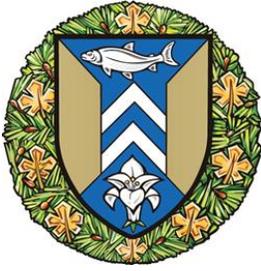
Excludes Capping and Education taxes

THE CORPORATION OF THE CITY OF SAULT STE MARIE
 ASSESSMENT GROWTH BY YEAR (TAXABLE ASSESSMENT / NO PILS)

YEAR	GROWTH %		Municipal \$
	Assessment	Municipal Revenue	
2022	0.85%	0.71%	910,638
2021	0.42%	0.37%	453,670
2020	0.26%	0.07%	81,294
2019	0.25%	0.03%	38,929
2018	0.34%	0.21%	237,284
2017 (note 1)	0.83%	0.78%	883,457
2016	0.14%	0.20%	208,229
2015	0.90%	0.82%	831,383
2014	0.73%	0.62%	622,696
2013	1.36%	1.71%	1,678,582
2012	1.13%	1.11%	1,059,399
2011	1.11%	0.95%	870,846
2010	0.78%	0.81%	705,252
2009	0.93%	1.16%	969,347
2008	0.96%	0.88%	709,320
2007	0.85%	0.88%	686,150
2006	0.03%	-0.54%	-408,855
2005	0.94%	0.83%	590,885
2004		-0.29%	(203,206)
2003		0.58%	379,255
2002		-0.28%	(170,326)
2001		0.80%	480,017



Note 1: Includes Payment In Lieu of Taxes due to Casino property change from PIL to Taxable



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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Lease Contract Extension
JRCC - Superior Osteo Postural Clinic Inc.

PURPOSE

To provide information on exercising the option to extend the current lease for Superior Osteo Postural Clinic Inc. at the John Rhodes Community Centre for one (1) year.

BACKGROUND

The original agreement for the lease of area for training at the John Rhodes Community Centre dated May 06, 2019 between the City and Superior Sports Training Inc., and Amending and Extension Agreement dated April 11, 2022 between the City and Superior Osteo Postural Clinic Inc. The Term expires on May 5, 2023, with the option to extend still permitted under Section 6.9 of the Original Agreement.

ANALYSIS

The City is prepared to renew under the same terms and conditions until May 5, 2024 exercising the year-to-year extension option of the contract.

FINANCIAL IMPLICATIONS

The City receives \$6803.29 in rent and approximately \$3500 in property taxes annually.

STRATEGIC PLAN / POLICY IMPACT / CLIMATE IMPACT

This assists to promote, encourage and lead economic and social growth within our community through the development of community partnerships.

Assists in eliminating barriers to business and streamlining processes to aid in delivering excellent and equitable customer service.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Lease Contract Extension JRCC-Superior Osteo Postural Clinic Inc.

May 1, 2023

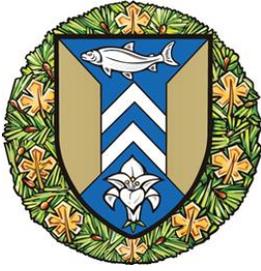
Page 2.

Resolved that the report of the Director of Community Services dated May 1, 2023 concerning the Lease Contract Extension at the JRCC - Superior Osteo Postural Clinic Inc. be received.

Relevant By-law 2023-68 is elsewhere on the agenda and is 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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Transit Pass Partnership with Huron-Superior Catholic
District School Board

Purpose

This report has been prepared to seek approval to enter into a one (1) year pilot with the Huron-Superior Catholic District School Board (HSCDSB). The partnership program is an extension of the “Pass to Knowledge Program” started with Algoma District School Board (ADSB) last year.

Background

Transit has a history of trying new initiatives to improve service delivery and has completed educational partnerships in the past to increase awareness and the ease of use for Transit Services.

Transit representatives have had ongoing dialogue with both School Boards over the past few years on avenues to increase knowledge to increase utilization of public transit and provide additional opportunities for students to become independent by increasing access to community and public services.

At a Council meeting dated April 11, 2022 the following resolution was passed.

Resolved that the report of the Director of Community Services dated April 11, 2022 concerning Transit Pass Partnership with Algoma District School Board be received and that a one (1) year pilot with ADSB running from fall 2022 until the end of summer 2023 be approved. Should a delay in fare box upgrade installation occur the start date would subsequently shift until January 2023 ending December 31, 2023.

Furthermore at a Council January 9, 2023 the following resolution was passed.

Resolved that the report of the Director of Community Services dated January 9, 2023 concerning Transit Pass Partnership with Algoma District School Board be received and that the pilot program be extended until

June 30, 2024; further that the program be expanded to other ADSB secondary schools who wish to participate.

Analysis

The Pass to Knowledge pilot was implemented in June 2022 with ADSB and initial feedback was very positive from both participating students and ADSB leads on the initiative.

Following Council's decision to extend the "Pass to Knowledge Program" until June 30, 2024, staff reached out to the HSCDSB to follow up on previous discussions and advise them on the benefits of the pilot with ADSB.

HSCDSB representatives were eager to learn more and through ongoing dialogue have indicated their interest to pilot with their multi-lingual learners (MLL) and Independent Living Skills (ILS) classes (Appendix A).

The City has been advised that lack of transportation has been an issue with a number of students and their families getting out into the community, whether it be for sporting events, shopping, movies, the pool or even getting to school. City Transit is a solution to this problem.

Benefits of the Pass to Knowledge Program.

- Provides clear education to students with a goal of alleviating fears associated with taking public Transit.
- Provides a better understanding of the routes first hand by Transit Services staff (timing, transfer options, route selection etc.).
- Inform parents of who the students would come in contact with while on the bus to address previous biases of what City Transit entailed.
- A Bus is brought right to the school to allow the students to learn first-hand on how to use transit to make them as comfortable as possible with City Transit.
- Bus tours to the Bus Bay to see the City bus get washed and other areas of interest to students.
- The pilot also allows students to work on their social skills while they interact with Transit representatives.
- Destination rides for hands on experience for the students to plan and execute an outing (map out the bus route using what they have learned).

The goal of the pilot is to educate more students on how to use Transit safely and have more students become regular users. Whether it be to sporting events, work or social outings City Transit is a valuable resource that will get students around the city safely, allow them to experience all that the City has to offer them and it can create opportunities that were not previously available. As referenced

in the past report, the major issue with prior initiatives is that they ceased after a trial was completed. With this pilot and the one completing with ADSB, the aim is to build and expand in forthcoming years. Transit staff is supporting the one (1) year pilot.

Financial Implications

It is anticipated that the pilot will continue to have minimal impact on revenue as a good portion of the students participating were not taking the bus prior to project implementation. The City will forgo revenue for the number of participants utilizing the service. This will however aid in increasing ridership, which does come into place when gas tax funding for the Municipality is determined.

The financial impact is estimated at approximately \$1,500 for 2023 and \$1,500 for 2024 which can be accommodated within the operating budget.

Strategic Plan / Policy Impact / Climate 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. Specifically in fostering a positive avenue for individuals who are currently working by in receipt of social assistance or who are in search of employment and require access to public transportation.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Supports the Future SSM Social Equity pillar where Sault Ste. Marie will be a welcoming and inclusive community where everyone is valued and respected, has access to an acceptable standard of living, can fully engage and participate in all aspects of community life and is able to realize their full potential.
- It exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.
- Furthermore, it also supports the FutureSSM Environmental Sustainability pillar, and with strategic plan focus area of promoting quality of life advances including the implementation of the *Community Greenhouse Gas Reduction Plan*, which has as an action to create incentives for public transit use as a strategy to increase ridership.

Climate Impact

- The Transit Pass Partnership project will decrease the need for personal vehicle use in the community. Travelling by public transportation uses less

energy and produces less emissions by encouraging group transportation, which is a key mitigation strategy to reducing the impacts of climate change.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated May 1, 2023 concerning the Expanded Transit Pass Partnership with Huron-Superior District School Board be received and that a one (1) year pilot program be approved to coincide with the ADSB pilot program that runs through until June 30, 2024.

Respectfully submitted,

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



March 28, 2023

RE: Transit Pass Partnership with HSCDSB – Pass to Knowledge Pilot Project

Dear Mr. Lamming,

Please accept this letter of support to extend the Pass to Knowledge pilot project with the Huron-Superior Catholic District School Board – St. Mary's College.

SSM Transit has previously worked with teachers and students from our coterminous board to educate and familiarize them with the SSM Transit system. The knowledge and skills required to navigate the SSM transit system will allow students the freedom to move throughout the city to get to school, work, sport activities or other social activities. This opportunity would provide a synergy with the parents and siblings of our MLL (Multi-lingual learners), who are new to Sault Ste. Marie. New residents to Sault Ste. Marie may not have access to personal transportation and therefore would have to rely on a paid service. The SSM Transit system offers a compact carriage and transportation service that many citizens may not be familiar with upon their arrival to their new city of residence.

Furthermore, our ILS (Independent Living Skills) classes would benefit immensely from such a partnership and thus such a project would provide endless opportunities for these students to gain valuable life skills along their journey towards independence. One of the key opportunities of the transit system is its safety and easy access to its riders. Routes and transfers can be comfortably familiar with every rider involved with such a pilot project, easing their anxiety and fears of using the transit system.

As mentioned, the lack of transportation for many families in Sault Ste. Marie is an issue that extends beyond getting to school, but also access to community events, student activities, and even shopping for food, clothing and other necessities for everyday living. The Pass to Knowledge plot project would prove to be not only a valuable resource to the students, but to their extended families alike.

I am hopefully this pilot project will be extended to include the students, staff and Administration of the Huron-Superior Catholic District School Board and look forward to hearing from you in the near future.

Should you have any questions or require any further information, please do not hesitate to contact St. Mary's College.

Kind Regards,

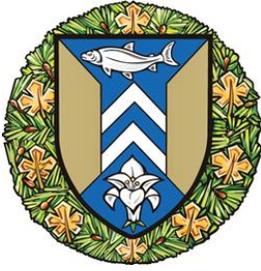
Mr. Christopher Czop

St. Mary's College

868 Second Line E., Sault Ste. Marie, ON P6B 4K4

Phone 705.945.5540 • **Email** stmaryscollege@hscdsb.on.ca • **Website** www.stmaryscollegeknights.com

Principal Larry Pezzutto • **Vice-Principal** Christopher Czop • **Vice-Principal** Tiziana Palumbo



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

COUNCIL REPORT

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Travis Anderson, Director Tourism & Community
Development

DEPARTMENT: Community Development and Enterprise Services

RE: Tourism Development Fund Applications March-April 2023

Purpose

This report provides recommendations to City Council from City staff and Tourism Sault Ste. Marie Board of Directors for the distribution of Tourism Development Funds.

Background

The Tourism Development Fund (TDF) was implemented June 1, 2021 to provide financial support to the broader tourism sector in different two streams- Festivals & Special Events and Attractions & Product Development. The funds for both streams of the TDF are generated from revenue collected by the Municipal Accommodation Tax (MAT).

Consideration is given to support initiatives that produce positive results in at least one of the following criteria:

- Development quality tourism products & events;
- Increase in overnight stays and visitor spending in Sault Ste. Marie;
- Enhancement of the Sault's tourism product offerings;
- Support of the city's reputation and position as a first-rate visitor destination;
- Fulfill a gap in the tourism visitor experience landscape; and
- Encourage private sector tourism investment in SSM

Upon receipt of a TDF application, Tourism staff reviews the application for eligibility and assessment criteria and brings a recommendation forward to the Tourism Sault Ste. Marie Board of Directors. The Tourism Sault Ste. Marie Board of Directors further evaluates the applications and makes a recommendation to City Council for the distribution of the grant funds.

Analysis

Tourism Development Fund applications are permitted with ongoing intake and are reviewed monthly at the Tourism Sault Ste. Marie Board of Directors meetings. At

the Tourism Sault Ste. Marie Board of Director's meeting, March 21, 2023 one (1) application was reviewed with the following recommendation:

1. Canadian Youth Championship National Bowling Tournament (\$2,500)

At the Tourism Sault Ste. Marie Board of Directors Meeting April 18, 2022, six (6) applications were reviewed with the following recommendations:

1. Community Strong Festival (\$5,000)
2. Curling Classic (\$53,000)
3. Voyageur Trail Association (\$6,330)
4. Sault Ste. Marie Kennel Club (\$3,000)
5. Ontario Pickleball Championship Series (\$3,000)
6. Queen Street Cruise (\$5,000)

Canadian Youth Championship National Bowling Tournament

Approximately every six years Ontario has the opportunity to host the Canadian Youth Championship National Bowling Tournament. Sault Ste. Marie, last hosting in 2014, is selected as the 2023 host community. The event will take place at North Crest Bowling Lanes May 18-21, 2023. The tournament will consist of four divisions of male and female bowlers ages 8-22. Given the ages of the participants, many will travel with families increasing visitor projections.

Visitation Projections:

86 participants from Ontario

190 participants from across Canada

Economic Impact:

276 participants x 4 days x \$150= \$165,600

In recognition of the positive impact, the 2023 Canadian Youth National Championship National Bowling Tournament will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$2500 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2023 Canadian Youth Bowling Championships May 18-21, 2023 and that a report be submitted to City Council for consideration and approval.”
Carried.

Community Strong Festival

This two day event is an amalgamation and partnership between the inaugural 2022 Community Strong Festival and 5th annual DU283 Duathlon both held in Sault Ste. Marie.

The event will run over the weekend of June 24-25, 2023. The Community Strong Festival will consist of a variety of races over the course of the weekend, including a marathon, half-marathon, 10km, 5km colour run, and for those ready to test their abilities a BP61km run in Sault Ste. Marie on June 24th-25th, 2023. The AFS

Foundation and the Sault Ste. Marie YMCA have collaborated to bring Sault Ste. Marie the Community Strong Festival.

Visitor Projections

Participants/ Visitation Projections

Locals: 486

Regional visitors: 141

Ontario visitors: 46

USA: 46

Economic Impact

233 visiting participants x 2 days x \$150= \$69,900

In recognition of the positive impact, the Community Strong Festival will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$5000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Community Strong Festival June 24-25, 2023 and that a report be submitted to City Council for consideration and approval.”
Carried.

Curling Classic & Video Streaming Infrastructure

The TDF request for the Curling Classic is a combined request between the event stream and product development stream.

Proposed New Event Overview:

The Soo Curlers are planning a homegrown high profile annual curling event in Sault Ste. Marie – the Curling Classic. Building on the success of members of Team Jacobs and the strength of the Soo Curlers organization and volunteers, this is an excellent opportunity to keep Sault Ste. Marie top of mind for elite level curling teams. The Classic will be held October 2023 *dates pending final confirmation. The event plans to attract upwards of 32 of the very best teams across the world including Canada, United States, Sweden, Switzerland, Scotland, Italy, China, Japan & Korea. Informal commitments from national and international teams have already been received confirming interest in participating in the Sault event.

Curling Classic Visitor Projections

Locals: 143

Regional visitors: 27

Ontario visitors: 65

USA: 13

International: 37

Economic Impact

200 out of town visitors x 5 days x \$150= \$150,000 (year one projection)

Product Development Request

To assist in hosting the Classic event, the Soo Curlers have requested support under the TDF Product Development stream to install high quality live video streaming technology on 6 sheets of ice (the club has 8 sheets- one of only 3 in Northern Ontario). This investment will remain a permanent feature at the curling club. The need for this purchase is accelerated by the development of the Curling Classic event. Live streaming technology is critical to the launch of this event, and will greatly increase the potential of the club going forward to host a variety of future curling events. A letter of support from Curling Canada is available indicating support of the increased capacity to host events with live streaming capabilities offered at the club. The installation of streaming technology will significantly increase the quality of our local facility and provide a competitive advantage for sport hosting opportunities.

In recognition of the positive impact of the 2023 Curling Classic and the broader sport hosting opportunities this investment will provide, the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$53,000 through the Tourism Development Fund- Product Development Stream to support the Soo Curlers Association on a purchase of equipment for live streaming capabilities, which shall remain a permanent feature at the Curling Club and that a report be submitted to City Council for consideration and approval.”

Carried.

Voyageur Trail Association

Project Overview

In 2022, the Voyageur Trail Association (VTA) released the first set of digital maps products launched on the Ondego mobile application platform. This modernization fulfills the directive to enhance hiker safety and provide up to date (live in time) notifications on quality or closure of over 145 KM of trails in the Algoma region (including Robertson’s Cliffs, Havilland Bay Lookout, Tower Lake and more). This app along with the association’s updated website will help to modernize the hiking experience for tourists, lower significant annual printing costs and help to leave a smaller environmental footprint. The VTA has requested support from the Tourism Development Fund- Product Development stream to assist in further developing the Ondego app including trail map updates and the launch of Ondego Pro- a service to allow for the additional of emergency exit routes (for use by Search and Rescue organizations) and notification communication with app users. Interest in Outdoor adventure, including hiking, has skyrocketed post-covid; with Destination Northern Ontario metrics indicating, that searches for outdoor recreation increased by 67% year over year, ending March 31, 2023.

Locally, hiking is widely used to market Sault Ste. Marie and area. Providing accessible and up to date maps and location information on the app is an excellent resource for visitors safely experience the vast networks of trails in the surrounding community. The Voyageur Trail Association have secured 50% of project costs and have requested the balance from the Tourism Development fund.

In recognition of the positive impact this application will have to the visitor experience, the Tourism Sault Ste. Marie Board of Directors passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$6330 through the Tourism Development Fund- Product Development Stream to support the Voyageur Trail Association for the Enhanced Ondago Map (Mobile Application) and that a report be submitted to City Council for consideration and approval”
Carried.

Sault Ste. Marie Kennel Club

Event Overview

The Sault Ste. Marie Kennel Club (SSMKC) All Breed Conformation Show and Obedience/Rally Trial will be held July 7-9, 2023. The show annually attracts approx. 200-220 dog owners/enthusiasts and 175-200 exhibitors from across Ontario, Quebec, as well as Manitoba, Michigan and Ohio. The show, spread over three days, with the majority of exhibitors staying a minimum of four days. Over the past 50 years, the event has had modest growth with additional competitions and features for animal and owners to participate.

Visitor Projections

Locals: 143

Regional visitors: 32

Ontario visitors: 100

Canada: 28

USA: 30

Economic Impact

190 Visitors x 3 days x \$150 = \$85,500

In recognition of the positive impact, the Sault Ste. Marie Kennel Club (SSMKC) All Breed Conformation Show and Obedience/Rally Trial will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$3,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the SSMKC All Breed Conformation Shows and Obedience/Rally Trials event on July 7-9, 2023 and that a report be submitted to City Council for consideration and approval.”

Carried.

Ontario Pickleball Championship Series

The Ontario Pickleball Championship Series marks the first sanctioned regional tournament for the Provincial Sports Body- Pickleball Ontario. Pickleball has been identified as one of the fastest growing sports in Ontario and across North America. Sault Ste. Marie was selected in a bid process over our Northern comparators (Thunder Bay, Sudbury and North Bay) to be the host municipality. The tournament will take place at the John Rhodes Community Centre August 11-13, 2023 bringing together players from the Northern Region (Sudbury/N. Bay to Kenora and other locations including S. Ontario and Michigan. This event will see approximately 60% athletes and attendees come from out of town and will feature tournament play as well as a variety of clinics and off court activities showcasing Sault Ste. Marie.

Visitor Projections

Locals: 363

Regional visitors: 117

Ontario visitors: 28

USA: 20

Economic Impact (including participants and spectators)

247.5 (165 x 1.5- travelling with family) x 2 days x \$150 = \$74,250

In recognition of the positive impact the Ontario Pickleball Championship Series will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$3000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Ontario Pickleball Championship Series on August 11-13, 2023 and that a report be submitted to City Council for consideration and approval.”

Carried.

Queen Street Cruise

Event Overview

The Queen Street Cruise (QSC) is an annual event hosted downtown that attracts over 300 vehicles for a two-day car show. The 2023 cruise is scheduled June 15-16, 2023 at the Roberta Bondar Pavilion- a new location (formerly in the GFL Memorial Gardens parking lot). The QSC features local food vendors, beer gardens, live music and this year will include the addition of smoked BBQ, a car part and memorabilia swap meet and programming for different class vehicles. While currently locally attended event, the QSC is a trip enhancer for visitors in the community and has been identified as an event that has potential to attract out of town visitation for both participants and spectators.

Tourism Development Fund support for this event will assist with marketing costs to help promote the Queen Street Cruise to regional domestic market and in the Michigan Upper Peninsula and help expand the reach of the event in an effort to attract out of town visitors.

As such, the Tourism Sault Ste. Marie Board of Directors recommends TDF support specific to marketing and promotion of the Queen Street Cruise and passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$5,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Queen Street Cruise on June 16-17, 2023 and that a report be submitted to City Council for consideration and approval.”

Carried.

Financial Implications

No new funds are required. The Tourism Development Fund currently has \$461,811 in uncommitted funds for the purposes of providing financial assistance within the tourism sector.

Strategic Plan / Policy Impact / Climate Impact

There are no climate impacts associated with this report.

This item supports the Corporate Strategic Plans Focus Area:

- Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Community Development- Develop partnerships with key stakeholders and reconciliation

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated May 1, 2023 concerning Tourism Development Fund applications received March-April 2023 be received, and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$77,830 be approved to the following projects:

1. Canadian Youth Championship National Bowling Tournament (\$2500)
2. Community Strong Festival (\$5000)
3. Curling Classic (\$53,000)
4. Voyageur Trail Association (\$6330)
5. Sault Ste. Marie Kennel Club (\$3000)
6. Ontario Pickleball Championship Series (\$3000)
7. Queen Street Cruise (\$5000)

Tourism Development Fund Applications March – April 2023

May 1, 2023

Page 8.

Respectfully submitted,

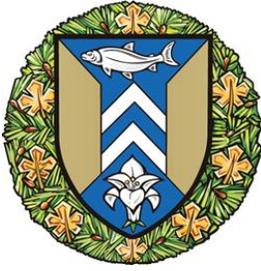
Travis Anderson

Director, Tourism &

Community Development

705.989.7915

t.anderson@cityssm.on.ca



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

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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Heritage Property Tax Rebate Program Applications 2023

Purpose

The purpose of this report is to seek Council's approval to register four (4) owners of designated properties into the City's Heritage Property Tax Rebate program.

Background

Four (4) owners of designated heritage properties in Sault Ste. Marie have filed an application to enroll in the City's Heritage Property Tax Rebate Program. The properties are located at:

- 3-10 Kensington Terrace
- 193 Pim Street
- 708-710 Queen Street East (Dawson Block)
- 119 Woodward Ave

Previous owners of 3-10 Kensington Terrace and 193 Pim Street, were enrolled in the Heritage Property Tax Rebate program.

The Ontario Government under Section 365.2 of the Municipal Act (2001, S.O. 2001, c.25 as amended) allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets.

In 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community to support owners of Designated Heritage Properties. Bylaw 2005-186 outlines the criteria for the Heritage Property Tax Rebate Program.

Analysis

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Heritage Property Tax Rebate Program recognize these costs and seen as an investment in the community by preserving our City's unique cultural heritage, and supporting owners of heritage properties. In 2022 there were 14 owners of designated heritage properties enrolled in the tax rebate program. There are 40

heritage sites in the City of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act.

Enrolment into the program requires the completion of an application; and once approved by Council a Heritage Property Agreement between the City and the property owner is completed and then registered on the property title. This allows the City access to the property for inspection purposes to ensure that the owner is fulfilling the terms of the agreement. The Sault Ste. Marie Municipal Heritage Committee in conjunction with City Building Inspection services conducts an annual inspection of all heritage properties enrolled in the program. Owners are provided with a report of the findings, which outlines the maintenance items that need to be addressed. Owners who fail to maintain their heritage properties to an acceptable standard risk losing the annual tax rebate.

At their meeting on April 5, 2023 the Sault Ste. Marie Municipal Heritage Committee reviewed four (4) new applications for the Heritage Property Tax Rebate Program and passed the following resolutions:

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the request by Therese and Joseph Paul Pirie, owners of 3-10 Kensington Terrace to be enrolled in the heritage property tax rebate program and that a report be prepared requesting approval by City Council.

CARRIED

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the request by Skeggs Holdings Inc. owner of 708-710 Queen Street East (Dawson Block) to be enrolled in the heritage property tax rebate program and that a report be prepared requesting approval by City Council.

CARRIED

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the request by Kari Hanninen owner of 119 Woodward Ave. to be enrolled in the heritage property tax rebate program and that a report be prepared requesting approval by City Council.

CARRIED

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the request by Kiaya Lendt, owner of 193 Pim Street to be enrolled in the heritage property tax rebate program and that a report be prepared requesting approval by City Council.

CARRIED

Financial Implications

The estimated amount of the rebates for all four properties for the 2022 tax year is \$8358.91. The city's portion of the total is estimated to be \$7004.74 and the educational portion is \$1354.17

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

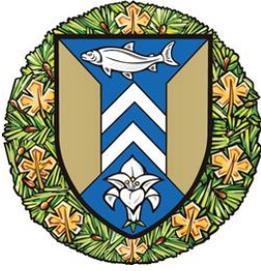
Resolved that the report of the Manager of Recreation and Culture dated May 1, 2023 concerning Heritage Property Tax Rebate Program Applications 2023 be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee to enroll the following four (4) properties into the Heritage Property Tax Rebate Program

1. 3-10 Kensington Terrace
2. 193 Pim Street
3. 708-710 Queen Street East (Dawson Block)
4. 119 Woodward Ave

be approved.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcleod@cityssm.on.ca



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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Kathy Fisher, Curator ECNHS
DEPARTMENT: Community Development and Enterprise Services
RE: Firearms By-law Exemptions Ermatinger Clergue National
Historic Site 2023

Purpose

This is a request for Council's approval to allow exemptions to the current firearms regulation. These exemptions would permit the staff and volunteers of the Ermatinger Clergue National Historic Site (ECNHS) to carry out period re-enactments (black powder musters and cannon firing), during operations and special events on the ECNHS grounds.

Background

This year May to mid-December, the staff and volunteers of the ECNHS will be hosting a number of special events in smaller scale at the site and live streaming. At these events, re-enactors from the Royal Newfoundland Regiment and the Coureur Du Bois II demonstrate the loading and firing of militia muskets and our cannon (black powder shooting).

A temporary exemption of firearms regulation 2008-168, regulation R.1.2.6 is requested from May 2, 2023 to December 31, 2023.

Analysis

This application to City Council is in regards to the annual exemption for the purposes of the discharge of historic firearms within the City limits at the Ermatinger Clergue National Historic Site.

Due to the nature of our National Historic Site, the re-enactors are contacted to be part of our interpretation on a regular basis – sometimes with little-to-no lead-time, and they are most willing to join our re-enactments and programs.

Financial Implications

There is no financial impact to the City with regards to this matter.

Strategic Plan / Policy Impact

This matter is not specifically identified, however, is linked to the plan through aiding the City in developing a rich Cultural and Heritage Site with living history interpretation.

Recommendation

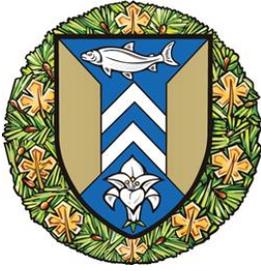
It is therefore recommended that Council take the following action:

Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated May 1, 2023, be received and that the request of the Historic Sites Board for a temporary exemption of firearms regulation 2008-168, regulation R.1.2.6 from May 2, 2023 to December 31, 2023 be approved.

The relevant By-law 2023-62 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Kathy Fisher, Curator
Ermatinger Clergue National Historic Site
705.759.5443
k.fisher@cityssm.on.ca



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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Kathy Fisher, Curator
DEPARTMENT: Community Development and Enterprise Services
RE: 2022 Annual Report – Operations ECNHS
Historic Sites Board

Purpose

This is a request for Council's approval on the submission of the 2022 Annual Report on the operations of the Ermatinger Clergue National Historic Site, as per the by-laws of the Historic Sites Board governance responsibilities.

Background

Every year, an annual report is prepared on all areas of the operation of the Ermatinger Clergue National Historic Site. The report is a requirement of the Historic Sites Board in their governance by-law for the responsibility of overseeing the operations on behalf of Council. The Annual Report is also a requirement for meeting the Provincial standards of a community museum, and is submitted to the Province each year with the Community Museum Operating Grant (CMOG) application.

The Historic Sites Board approved the document at their April 12, 2023 meeting. Staff of the Ermatinger Clergue National Historic Site have prepared the 2022 report to best reflect the operations in light of the COVID-19 pandemic.

Analysis

Each year an Annual Report provides a summary of the operations, which includes statistical information regarding visitation, volunteers, programs, and collections. It provides insight into the comparison of some of the key performance measures analyzed to ensure that we operate as a viable museum, attraction, and as stewards of conservancy and education.

Financial Implications

The annual report summarizes how the operations contribute to the financial sustainability and fiscal responsibilities of the City of Sault Ste. Marie.

Strategic Plan / Policy Impact

As part of the governance standard, it is mandatory that the Historic Sites Board continue to update the strategic plan for the Site, and to utilize the statistical analysis from the Annual Report to determine the needs.

Climate Impact

Many of the maintenance, restoration and asset management efforts of the Ermatinger Old Stone House align with both climate mitigation and adaptation actions. In particular, the waterproofing of the basement to address leakage will make the asset more resilient to increased flooding and dampness from climate change. The putting of the main floor windows as well as the second phase of window restoration for implementation in 2023 will improve the energy efficiency and associated GHG emissions of the building by reducing air leaks, and also reduce energy costs.

This project supports the focus areas and values of the Community Strategic Plan for 2021 – 2024 in a number of ways:

- Infrastructure: maintaining existing infrastructure
- Quality of life: promoting quality of life advantages including the implementation of the Community Greenhouse Gas Reduction Plan.

In addition, the project aligns with the value of Environmental Stewardship within the Corporate Strategic plan of using resources wisely to maintain and create a sustainable city for future generations. Furthermore, this project aligns with the Sault Ste. Marie Greenhouse Gas Reduction Plan, which has an action to increase uptake in corporate efficiency retrofits and the incorporation of energy efficiency equipment such as weather stripping that reduce the use of fossil fuels.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated May 1, 2023 concerning the 2022 Annual Report – Operations ECNHS be received as information.

Respectfully submitted on behalf of the Historic Sites Board,

Kathy Fisher, Curator

Ermatinger Clergue National Historic Site

705.759.5443

k.fisher@cityssm.on.ca



2022 ANNUAL REPORT

ERMATINGER•CLERGUE NATIONAL HISTORIC SITE



Table of Contents

Executive Summary	Page 3
Mandate & Governance.....	Page 4
Key Performance Indicators.....	Page 5
Special Events.....	Page 7
Educational Programming.....	Page 8
Museum Retail Gift Shop.....	Page 8
COVID Relief & Recovery.....	Page 9
Museum Standards & Operations.....	Page 10
Volunteers / Staffing.....	Page 11
Virtual Engagement.....	Page 12
Collections Management	Page 12
Maintenance / Restoration / Asset Management.....	Page 13



Ermatinger • Clergue
National Historic Site



Executive Summary

I am excited to report that 2022 allowed us to re-open! ECNHS benefited from a few federal recovery programs, and overwhelming visitation at our events. Cruise ships and bus tours returned, however, with some cancellations due to border crossing concerns and glitches along the way. Overall Tourism to the Site was slow to recover. We hope that 2023 will bring back the walk in tourism levels of visitation. Our Tourism partners are strongly working on strategies to market Northern Ontario as a destination and to help revitalize and recover the sector. In 2022, it was a nice start to reopening and recovery.

Our Virtual redesign of programming, techniques of Live Streaming, and Curbside pick-up are now our norm, and these mixed with in-person and hybrid options are all components of our programs and services. Year-end statistics now reflect Virtual attendance and virtual engagements show as our highest key performance indicator.

We hosted a full wedding rehearsal, ceremony, and reception on the front lawn of the Site, a 4-day Poutine Feast, a 3-day Blueberry Fest, and our 4-day Fall Rendezvous. All of which boosted our visitation to help us regain our community involvement.

The Friends of ECNHS received a recovery grant to host a series of Live Arts shows in our theatre. This program provided local artists a chance for some revenue generation as well as exposure. The series hosted 12 shows in person with food and beverage tickets available. Each of the shows were livestreamed and then remained available for anyone who could not attend or watch from home on the day of the show. We received phenomenal response to this program asking if we will provide it again.

It was from the early shows of this series that afforded us the ability to change the program content to our group tour dinner bookings for groups like Road Scholar. We were introduced to talent that could assist us in telling our stories in a new and creative way. Talent from Peter White, Joel Syrette, Tracie Louttit, and George Houston were among the few who we contracted again to assist us with our “edutainment” portion of our group tours. Their musical and interpretive presentations allowed the visitors to learn about our early days as a community, and our Indigenous allies.

The Friends of ECNHS, our hosts of Fall Rendezvous each year, provided a full in-person Festival and even added a Harvest Fest component, which allowed us to host canning & preserving workshops with Emerie Brine – from Toronto’s Bernardin canning company. It was so exciting to welcome back grade 7 students from the local school boards, for curriculum presentations during Rendezvous.

Financially, Federal assistance was provided by Canadian Heritage - COVID Emergency Support Fund and the Museums Assistance Program, and Provincially, by the Ministry of Heritage, Culture, Tourism and Sport, Community Museum Operating Grants – COVID support.

I would like to take this opportunity to thank everyone who once again supported our pivot during the uncertainty of closure, restrictive operations, and whom attended in-person to support us during a re-opening year of activities and special events - Patrons, Staff, Friends, and new audiences. Thank you.

This report was compiled with the assistance of our Programmer, Ian Ganton.

Approved by the Historic Sites Board, and City Council on May _____ 2023.

Kathy Fisher, Curator
Bsc, Bsc, Associates Degree
Certificate in Museum Studies
AMCTO - MAP



Mandate

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

Governance

The Ermatinger Clergue National Historic Site is owned and operated by the City of Sault Ste. Marie, under the management of the Historic Sites Board, an appointed Board of Council. The 2022 Board comprised of six Council-appointed citizens and one Council member.

The Historic Sites Board By-law mandates the responsibilities of the Board in overseeing the operations of the Ermatinger Clergue National Historic Site, on behalf of Council.

In 2018 and 2019, the Historic Sites Board reviewed and revised their strategic plan and governance policy to reflect the direction of the Ontario Museum Association, Ontario Cultural Plan, City of Sault Ste. Marie's corporate strategic plan, and the SSM Downtown Association plan. 2023 / 2024 will be the next review.

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

The staff and management of the Ermatinger Clergue National Historic Site fall within the Corporation through the Community Services and Enterprise Services, Recreation and Culture Division.



Key Performance Indicators

Overall Visitation

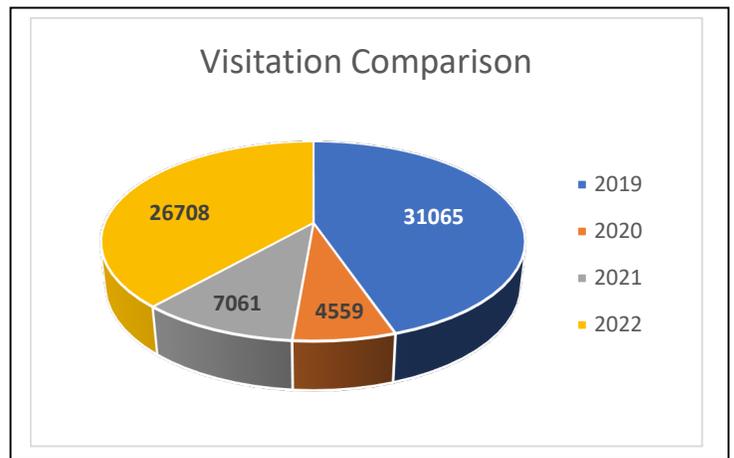
2019 total visitation was: 31, 065

2020 total visitation was: 4559

2021 total visitation was: 7061

2022 total visitation was: 26,708

Cruise Ships, bus tours, and group tour programming contracted tours for over 3000 visitors in 2019. These did not continue during 2020, and 2021, however, did resume for the most part in 2022.



Virtual Programming & Engagements

2019 was mainly promotion on social media, and all programming was in person.

2020 pivot to provide virtual programming to schools & public with a total of 46,262 engagements.

2021 continued virtual programming to schools & public with a total of 56,712 engagements.

2022 increased purchased social media promotion, added digital content, & continued virtual = 133,280 engagements.

Educational Programming

With the expansion of virtual curriculum programs, we had more students participate in our virtual school programs, as we were able to reach to the whole district, to schools, which normally would not have participated our curriculum tours.

2019 students were all on-site face-to-face curriculum tours with 2,033 students served

2020 we did receive 3 classes with 46 total students for in person tours, as well as 3510 students reached virtually.

2021 there were no in person tours, and 2,462 students received virtual programs.

2022 saw very little virtual content, and 2073 face to face curriculum tours – higher than 2019 indicators.



Key Performance Indicator	2017	2018	2019	2020	2021	2022
Total Visitation	21,107	22,517	31,065	4559	7064	26708
TOTAL Digital engagement - virtual programming, virtual visits, social media & website				117437	164659	337616
General Site Visitors	4,404	4,146	4,983	828	591	1558
Cruise Ships	2,398	1,870	1,813	0	0	895
Bus Tours for Group 7 / Road Scholar / Indigenous Program	464	625	459	0	0	327
Group Tours & Bus Tours	577	558	611	33	29	45
Educational Tours / programs: School curriculum, - Total # of students -See breakout below	2,884	2,431	2,033	3143	2462	2073
Adult Programming (Fridays & Bonfires)	752	969	567	494	0	96
Private Bookings - Heritage Culinary	249	680	340	106	0	111
Special Events	7834	6,338	17,667	666	1924	18620
Virtual programming & Trivia				46262	56712	133280
Venue Rentals visitors	330	472	394	165	4	134
Venue Rentals	5	8	6	4	1	3
# of Programs Education - in house	69	73	39	3	0	71
# of Participants	1,895	1,762	1,767	46	0	1819
# of Programs Education - outreach (& virtual)	5	5	2	24	13	1
# of Participants - Education - outreach (& virtual)	989	333	64	3510	2462	22
non paying - Visitors to Gift Shop or CURB SIDE or /4culture/Members/gratuitous for Partnerships & City Training Venue	1225	4,377	2,198	2126	2054	2849



Special Events

Special Events comprised 51% of our visitation in 2019.

Total of over 17,500 visitors.

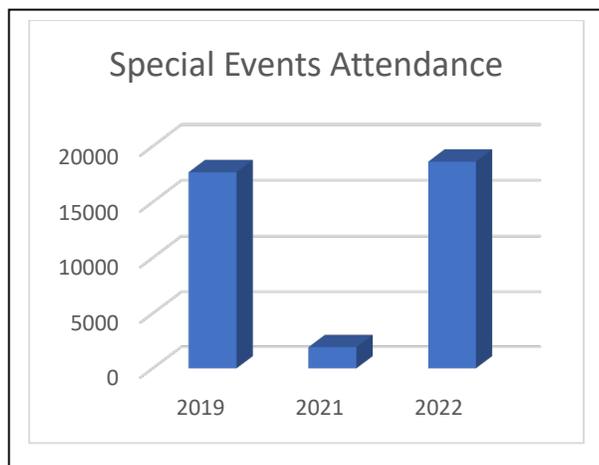
During COVID & the pandemic closures this dwindled to 660 in 2020, and 1,924 in 2021. We continued the first three months with closures & virtual events, and February Valentines – curbside kits.

Re-opening in 2022, I believe, brought everyone back to our events as they were ready to be out and social again. 2022 visitation for our Special Events = 18,620. Poutine Feast bringing in the most people, we lost count. 2022 - the percentage of visitors for special events = 70%

Our two largest festivals would not occur without the partnerships with our two hosts:

- Poutine Feast – The Downtown Association – BIA of Sault Ste. Marie
- Fall Rendezvous & Harvest Fest – Friends of ECNHS

Each of these partners bring with them tremendous funding for the festival, and event details: Federal, Provincial, and Municipal funding levels, plus local business sponsors all comprise the support required for the implementation of the festivals.



Educational Programming - Curriculum Based

Educational Programming – Curriculum Based		
Program Name	Number of Programs	Number of Participants
Yuletide Celebrations Grade SK to Grade 3	13	236
Pioneer Living – Grade 3	11	147
Fur Trade & War of 1812 Grade 6, 7, 8 – mainly grade 7	40	1574
Sault College & Algoma U	2	33
Home Schooling	1	12
Sparks, Guides, Other	4	51
Total:	71 presentations	2073 participants

Gift Shop – The Post

With anticipation of reopening, we re-stocked the store for 2022. The Gift Shop within the Heritage Discovery Centre did not recover as well as predicted, even though our special events attendance increased. We had anticipated with the start of bus tours and cruise ships again, that the tourism expenditures would bring our retail net revenues back up to 2019 levels.

Purchased merchandise for resale, and local artist's consignment items in combination comprised the inventory.

Net Revenue 2022	\$ 4761.00
Net Revenue 2021 (COVID capacity limits & curbside):	\$ 8050.00
Net Revenue 2020 (COVID lockdowns & curbside):	\$ 5802.57
Net Revenue 2019:	\$13,352.31
Net Revenue 2018:	\$ 10,028.95
Net revenue 2017:	\$ 9,860.00

COVID Relief & Recovery

During the past three years of the pandemic, we gratefully acknowledge the financial support of Canadian Heritage.

Through the Museums Assistance Program, Canadian museums were encouraged to apply for a percentage of their operating budget, in order to offset the loss in revenue in admissions and programs. This funding was to enable museums to continue with their expenses during the pandemic closures, and assist in the road to recovery. The federal budget year runs April to March, while our fiscal is January to December.



The following projects were accomplished with the financial assistance of COVID relief funding:

1) Canadian Heritage Safe Spaces Program 2021 & 2022 = \$49,450

- Summer Kitchen Furnace exchange - Gas & HEPA filtration
- Touchless washroom fixtures
- Livestreaming equipment
- Crowd control stations
- Electrostatic sprayers
- Plexi glass dividers

2) Museums Assistance Program COVID relief for Operations 2021 & 2022 = \$42,784

- Operations

3) Museums Assistance Program COVID recovery for Operations 2022 = \$34,228 – carrying over to 2023 for special projects

- Security cameras
- Replacement of theatre multimedia projectors
- Industrial dishwasher replacement

Through the “FRIENDS OF ECNHS”

- Canadian Heritage COVID recovery: Building Communities through Arts & Heritage – Local Festivals component – Support for Workers in the Live Arts & Music = \$69,748



Museum Standards

Days open

180 minimum required for Museums Standards

Days Open				
Months	2019 - # of days open	2020 - # of days open	2021 - # of days open	2022 - # days open
January	21	21	0	0
February	19	21	0	15 gift shop / curbside
March	21	10 – begin shut down	12 gift shop only	25 gift shop / curbside
April	20	0	10 gift shop only	16 gift shop / 5 open
May	26	0	19 gift shop only	21
June	30	6 gift shop & curb	24 gift shop only	30
July	31	23 gift shop & yard	22	31
August	31	20 gift shop & yard	22	31
September	30	22 gift shop & yard	25	30
October	27	23 with restrictions	22	24
November	20	20 with restrictions	22	21
December	16	17 with restrictions	22 with restrictions	14
TOTALS	292	183	200	258

Hours Open

1060 minimum required for Museum Standards

- 2019 regular year we were open 2728 hours
- 2020 Pandemic year we were open 1090 hours
- 2021 Pandemic year we were open 1200 hours
- 2022 Partial Pandemic year we were open 1806 hours

Volunteers

Due to the pandemic, volunteers were limited to only small special events, and mainly to assist outdoors – Poutine Feast and Fall Rendezvous requiring many of our volunteers.

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

- Members of the Historic Sites Board
- Members of the Friends of Ermatinger Clergue National Historic Site
- Adult and Youth Re-Enactors
- Adults & Seniors (55+) who individually want to assist in many capacities

The Site is managed by a volunteer Board (Historic Sites Board) which is comprised of **7 members** contributing a total of 135 hours for Board Meetings. Members for the Sault Ste. Marie Historic Sites Board are appointed by City Council every 2 years.

The Ermatinger•Clergue National Historic Site has **42 volunteers** who normally (2019) contribute 4666 hours, not including the Board members.

We are graced with some volunteers that have achieved over 30 years of service and bringing “History to Life”!

2022 Grand total - 48 volunteers donated - 468 hours of assistance



Staffing Levels

The Ermatinger Clergue National Historic Site consists of 3 buildings and heritage gardens, operated year-round, since the 2015 opening of the Heritage Discovery Centre.

2022 Staff levels at the Ermatinger Clergue National Historic Site were dramatically affected by COVID-19, as we were forced to layoff staff during closures, and bring back staff only as required.

Regular year-round staff:

- 1 Full Time Permanent Curator
- 1 Full Time Permanent (Heritage) Programmer Assistant
- 1 Part Time Garden / Grounds / House Keeper - seasonal
- 1 Part Time Cook
- 1 Part Time Interpreter & Administrative Assistant & Gift Shop Administrator
- 1 Part Time Interpreter

New position in September 2022: 1 part time Museum – Assistant Curator

Students:

- 1 Young Canada Works Summer Student (Federally Funded)
- 1 Provincial Summer Experience Program (Provincially Funded)
- 1 summer student for Municipal Heritage

Virtual Engagement

The total **"FOLLOWERS"** on our Facebook: This is a sample of a 1-month overview

2022 = 1906
2021 = 1569
2020 = 1225
2019 = 1018
2018 = 599
2017 = 203

Page Overview		Last 28 days
Followers: 1,906		
🌐 Post reach ⓘ		14,817
👤 Post Engagement ⓘ		3,633
✅ New followers ⓘ		74

The total **"FOLLOWERS"** on our Instagram (@ermatingerclergue): 842

Collections Management

During the pandemic years, we took inventory of the state of our collection. The responsibilities of the Curator are to manage the collection, and to be a steward to preserve the items within the collection. In review the following recommendations are noted:

- Re-align staffing to include a museum assistant / assistant curator – this was accomplished in 2022
- Archival room – re-organize, clean, and move out items not necessarily requiring the environmental controls in order to make room for items that do require the controls – this was completed in 2022
- A total organization of items in the attic to prepare for the restoration of the cedar hip roof, and the asbestos abatement. Items will be moved to archival room if possible. Shelving and proper storage



supplies are required for the rest of the items – Museum Assistance Program (MAP) federal grant applied for in 2022 (at the time of writing this report – approval received).

- Since the pandemic, we have also learned that we require a Digital Strategy to assist us in our direction, programming, and the digitization of the collection. – Museum Assistance Program (MAP) federal grant applied for in 2022. (at the time of writing this report – approval received).

2023 to 2024 collections management projects:

- Digital Strategy
- Collections Storage management

Maintenance, Restoration, and Asset Management

The Board received approval from their application to **Rural Economic Development** (OMAFRA – Ontario Ministry of Agriculture, Food and Rural Affairs).

Due to the pandemic closures in 2020 and the COVID-19 restrictions, the construction projects were deferred and we were able to complete by end of June 2022:

- Four chimneys on the Ermatinger Old Stone House: repointing and mortar fixes. Repointing of front steps and back basement stairs.
- Correct basement leakage: the exposed walls in the basement of the EOSH show, parging at grade level and efflorescence on walls from grade level to floor, – excavation, waterproofing, and drainage required.
- Repaint and putty main floor windows and other wood trim elements (mutton bars & re-putty) on both the Ermatinger Old Stone House.

In 2021 Council has approved through Asset Management capital, the second phase of the window restoration – second floor of the Ermatinger Old Stone House. This funding was carried over and the RFP tender documents were created in 2022, ready for the implementation of this project in 2023.

2022 Council approved Asset Management capital for the restoration and replacement of the cedar shake Hipped Roof, of the Ermatinger Old Stone House. Since during this process, we are looking to complete the Asbestos abatement, and reviewing actual costs, we made an application to Parks Canada National Cost Sharing program for financial assistance on this project. Application is pending.

Budget preparation and request for the 2023 asset management is to address the Site's fencing and service gates – split rail, picket, and gates. Some restoration on the link way structure between the Old Stone House and the summer kitchen, and for some restoration on the logs of the Summer Kitchen.

Summary

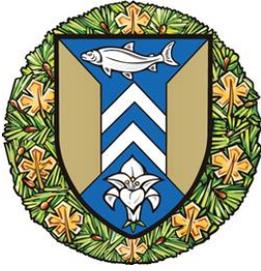
As per the Historic Sites Board by-law this report shall be submitted annually to City Council.

The annual report accompanies many funding applications.

- ✓ Community Museums Operating Grant – Grants Ontario
- ✓ Canadian Heritage

☞ THE END ☞





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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Dan Perri, Municipal Services and Design Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Traffic Calming Policy

Purpose

The purpose of this report is to obtain Council approval to replace the Procedure for Traffic Calming/Traffic Management Studies with a Traffic Calming Policy.

Background

At the December 12, 2022 Council Meeting, the Speed Management Task Force recommended eight steps to managing speed in the community. Of those steps was updating the existing Procedure for Traffic Calming/Traffic Management Studies.

Analysis

Staff, along with the City's traffic advisory services consultant, performed a thorough review of the current policy, comparing it against industry best practices. The updated policy provides staff with a guiding document that can be used to evaluate requests and to recommend traffic calming implementations for a broad range of road classifications and cross sections. The new Traffic Calming Policy will be replacing the Procedure for Traffic Calming/Traffic Management Studies.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the Quality of Life focus area of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated May 1, 2023 concerning Traffic Calming Policy be received and that the Procedure for Traffic Calming/Traffic Management Studies be replaced with the Traffic Calming Policy.

Traffic Calming Policy

May 1, 2023

Page 2

Respectfully submitted,

Dan Perri, P. Eng.

Municipal Services and Design Engineer

705.759.5329

d.perri@cityssm.on.ca



Subject: Traffic Calming Policy
Service Area: Engineering Services
Source: Municipal Services and Design Engineer
Date: 2023 05 01

1. Introduction

The purpose of this Policy is to provide an established process to fairly evaluate all neighbourhood requests for the installation of traffic calming measures. The policy has been developed so that traffic calming measures can be implemented, where deemed appropriate to improve safety for all road users on Sault Ste. Marie streets and not adversely affect operational costs and Emergency Services.

1.1. What is Traffic Calming?

Traffic calming is the modification to a roadway and its roadside environment for the purpose of reducing the negative effects of motor vehicle use. These negative effects are usually associated with excessive vehicle speed and, in some instances, the impacts of cut through traffic in a neighbourhood. A successful traffic calming program is one which will alter the street in such a way that motorists will drive slower and exercise caution, creating a safer and more livable street for all users. It also minimizes negative impacts on emergency response agencies and operational activities.

Traffic calming methods are typically grouped into two categories: Active Traffic Calming and Passive Traffic Calming.

Active Traffic Calming measures involve the addition of vertical or horizontal deflections to a roadway, which force drivers to reduce their speed in order to comfortably navigate these barriers. Some examples of active traffic calming include: speed humps/tables, raised crosswalks, chicanes, roundabouts, etc.

Passive Traffic Calming measures do not involve physical modifications to the roadway. Instead, they aim to alter the driver's perception of the road environment in order to encourage slower and more cautious driving. Some examples of passive traffic calming include: lane narrowing, vertical centreline treatment, pavement markings, signage, etc.

1.2. How Traffic Calming Works (Principles of Traffic Calming)

The following principles will be applied when selecting and implementing traffic calming measures. This will ensure that appropriate traffic calming measures are selected, that they are compatible with the community's needs, and that any potential negative impacts are minimized. While each situation is unique, the principles of traffic calming must be applied to each situation. Application of these principles will maximize effectiveness of the traffic calming plans and help build community acceptance and support of the final traffic calming solutions.



- **Identify the Real Problem.** To implement effective traffic calming measures, it is important to accurately identify the underlying problem. Traffic related and road safety concerns can be complex and emotional topics. It is important to keep the issues and problems in perspective to maximize the limited resources on proven problems and not perceived problems.
- **Quantify the Problem.** To select the appropriate measures, it is important to quantify the extent of the problem. This requires gathering data, including traffic counts, speeds, accident data and pedestrian usage while also taking into consideration the adjacent land uses of the subject road, including the presence of schools, parks, and other pedestrian generators.
- **Maintain and Minimize Impacts on Delivery of Emergency Services.** Consideration of these services when identifying appropriate traffic calming measures for implementation will minimize delays/impacts to these services. This will also aid in building support for traffic calming in general. When selecting traffic calming measures, staff will strive to balance the needs of these services with slowing traffic on residential streets. In addition, the City will work with Fire and Emergency Services to ensure that the negative impacts resulting from the implementation of traffic calming measures are minimized.
- **Maintain and Minimize Impacts on Delivery of Public Services.** Consideration of snow plowing, street sweeping, drainage, waste collection and school bus services when identifying appropriate traffic calming measures for implementation will minimize delays/impacts to these services.
- **Use Cost Effective Measures.** The cost of traffic calming measures can vary greatly depending on the materials used, labour involved and the cost of the process to implement certain alternatives. For cost control reasons, only appropriate traffic calming measures will be implemented, and a phased approach should be used when appropriate. Traffic calming measures can generally, be upgraded after initial installation therefore over design of the initial implementation must be avoided to allow distribution of funds throughout the City rather than concentrating limited funds on a smaller number of locations.
- **Minimize Impacts on Adjacent Residential Streets.** Prior to considering traffic calming, any potential negative impact on adjacent streets will be considered. Impacts may include traffic diverted to another street, or changes in turning movements with increase delays with other intersections. These effects will be considered in advance of approval, so traffic calming solutions do not create or exacerbate existing problems.
- **Target Automobiles and Not Non-Motorized Modes.** The purpose of traffic calming is to reduce the negative effects of motor vehicles while improving conditions for other road users. Traffic calming measures will be designed to permit cyclists and pedestrians to travel unaffected, while slowing down motor vehicles.
- **Monitor and Follow-up.** It is important to report to Council and to the community of the results of implemented traffic calming measures. It also provides an opportunity for the community to provide feedback, and for staff to identify any measures that do not produce the desired



results. Comparable traffic volumes, speed and collision data will be collected before and after implementations.

2. Implementation Process

Staff review all requests on a first-come, first-served basis. The procedure involves the following steps:

- Traffic Calming Request;
- Confirmation of Prerequisite Requirements;
- Collection and Evaluation of Traffic Data;
- Traffic Calming Warrant Review;
- Ranking and Prioritization; and
- Selection of Traffic Calming Measures.

2.1. Traffic Calming Request

To request a location be considered for traffic calming, the requester may:

1. Complete the Traffic Concern Form located on the city website; or
2. Submit a request in writing to the City's Engineering Services Division.

2.2. Confirmation of Prerequisite Requirements

For a variety of operational and public safety reasons, traffic calming should not be applied to all types of roadways. It is strongly recommended that the specific installation criteria, as developed in this policy, be met, and followed. Active traffic calming designs that involve physical interventions (e.g. vertical deflection or horizontal deflection) will be limited to installation on roadways that are proven by a traffic study and evaluation to have significant aggressive driving problems and must meet all the other criteria as set out in this policy. Traffic calming designs that involve vertical alignment shifts will not be permitted on arterial roads and primary routes for emergency response agencies.

The screening process sets requirements that must be met for a location to be eligible for traffic calming measures. The screening criteria will also help identify whether a more complex issue exists that may need to be addressed using a different approach.

The following criteria must be met to be considered for traffic calming measures:

- Must be a local or collector roadway;
- Must have a minimum 500 Annual Average Daily Traffic (AADT);
- The posted speed limit shall not be greater than 50km/h (urban) or 60km/h (rural); and
- The roadway has not been evaluated within the last 24 months.



Arterial roadways are designed to accommodate large traffic volumes. Active traffic calming methods are not recommended on arterial roadways as this may hinder the function of the road or divert traffic to adjacent streets that were not designed to accommodate large traffic volumes. In some instances, passive traffic calming methods may be appropriate and will be considered on a case-by-case basis.

2.3. Collection and Evaluation of Traffic Data

If the requested location meets the initial screening criteria outlined in Phase I, staff will collect volume and speed data to determine the 85th percentile speed, daily volumes, and peak hour volumes present at the location under review. This data will be used by staff to provide a better understanding of the current traffic conditions and to prioritize locations for the investigation of traffic calming.

2.4. Traffic Calming Warrant Review

The warrant process focuses on various attributes of the requested location to quantify its potential need for traffic calming. The process incorporates five factors, with appropriate weighting applied to each. Each eligible traffic calming request is awarded points for its score based on each factor, with a maximum score of 100 points. Table 1 below shows the scoring matrix.

Table 1 – Traffic Calming Scoring Matrix

Factor	Criteria	Maximum Points
Traffic Speeds	3 points for every 1km/h the 85 th percentile speed is above the posted speed limit	45
Traffic Volumes	Local: 1 point for each 50 vehicles above 500 vehicles per day Collector: 1 point for each 100 vehicles above 1,500 vehicles per day	30
Collision History	5 points for any collision within the study area disregarding the cause of collision	5
Pedestrian Generators	5 points for each pedestrian generator (school, park, community centre, retail centres designated pedestrian crossing, etc.) are present in the study area	10
Bicycle Facilities or Routes	10 points if bicycle lanes, multi-use trails, or designated routes or trails are present in the study area	10
Total		100

The total number of points (score) determines whether the location will be considered for implementation of traffic calming measures. The minimum threshold to qualify for traffic calming is 75 points.



2.5. Roads Not Qualifying

For roadways not meeting the criteria in Sections 2.3 and 2.4, the process will be terminated, and the requester will be advised of the decision in writing with copies sent to the affected ward Councillors. If a roadway does not meet the warrants for traffic calming, the roadway will not be considered for another review for a period of 24 months after the final review, unless there have been significant changes to the traffic patterns in the area.

2.6. Traffic Calming Ranking and Prioritization

Locations that achieve the minimum score will be added to a ranking list and will be eligible for implementation of traffic calming measures. The appropriate measures will be selected based on the specific characteristics of the road segment.

All locations eligible for traffic calming measures will be ranked in descending order by the score obtained in the warrant process. The resulting list will be compiled and presented to Council on a yearly basis.

To ensure that locations with lower scores are not continually overtaken by newer eligible locations, staff will update the ranking list annually by assigning an additional five points to the score of each location for every year that has passed since the location was added to the ranking list.

Locations that did not obtain the minimum score in the original warrant process cannot become eligible based on the age of the application. They can only become eligible if traffic conditions change sufficiently to raise its score above the minimum requirement.

2.7. Selection of Traffic Calming Measures

When a location is selected for implementation, staff will use engineering judgement along with industry best practices to determine the most appropriate traffic calming measure(s) based on the characteristics of the study area. The Canadian Guide to Traffic Calming, Second Edition (TAC, 2018) will be referenced as a guiding document during this process. Staff will also seek input from Emergency Services prior to implementation.

From this list, staff will make recommendations for implementation subject to budget availability.

3. Design Considerations

The design of all traffic calming measures shall be subject to the guidelines of the Institute of Transportation Engineers (ITE), TAC Canadian Guide to Traffic Calming, Ontario Traffic Manuals, and all relevant City of Sault Ste. Marie design and construction standards and specifications.

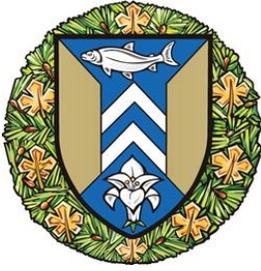


4. Record Keeping

All traffic calming requests will be kept on file to ensure transparency and to improve response efficiency for similar requests.

5. Public Consultation

When a location is selected for the implementation of traffic calming measures, a public information centre will be held prior to detailed design and installation. The intention of the public information centre is to obtain input from affected area residents, road users, and community stakeholders. This feedback can be used to fine-tune the proposed solutions, ensuring that the specific needs of the community are met.



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

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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Dan Perri, Municipal Services and Design Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Community Safety Zone Policy

Purpose

The purpose of this report is to obtain Council approval of a policy regarding Community Safety Zones.

Background

At the December 12, 2022 Council Meeting, the Speed Management Task Force recommended eight steps to managing speed in the community. Of those steps was the implementation of Community Safety Zones.

Analysis

Community Safety Zones are segments of roadway where public safety is of special concern. Council may designate segments of roadway as Community Safety Zones by passing a municipal by-law. The rules of the road do not change in Community Safety Zones; however, fines are increased for traffic related violations in these zones.

While Community Safety Zones can be an effective tool for improving road safety, it is imperative that a consistent and comprehensive approach be used for implementation. This will help reduce confusion and improve compliance among drivers in these zones. To achieve this, staff have developed a policy establishing a process to fairly evaluate all requests, which will help guide recommendations for implementation.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the and Quality of Life focus area of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Community Safety Zone Policy

May 1, 2023

Page 2

Resolved that the report of the Municipal Services and Design Engineer dated May 1, 2023 concerning Community Safety Zone Policy be received and that the Community Safety Zone Policy be approved.

Respectfully submitted,

Dan Perri, P. Eng.

Municipal Services and Design Engineer

705.759.5329

d.perri@cityssm.on.ca



Subject: Community Safety Zone Policy

Service Area: Engineering Services

Source: Highway Traffic Act R.S.O. 1990, c. H.8. as amended

Date: 2023 05 01

1. Introduction

The purpose of this Policy is to provide an established process to fairly evaluate all requests for the implementation of Community Safety Zones.

1.1. What Are Community Safety Zones?

Community Safety Zones are segments of roadways where public safety is of special concern. These zones may include roadways near parks/playgrounds, day care centres, recreation areas, hospitals, senior centres/residences, and areas with a large concentration of pedestrian activity.

1.2. How Community Safety Zones Work

Under the Ontario Highway Traffic Act, municipal councils may designate a segment of a roadway under its jurisdiction as a community safety zone if, in the council's opinion, public safety is of special concern on that segment of roadway.

Community Safety Zones are designated by municipal by-law. Signs are posted at the start and throughout the limits of the Community Safety Zones, clearly identifying the limits. The rules of the road do not change in community safety zones; however, fines are increased for traffic related violations in these zones.

2. Implementation Process

While Community Safety Zones can be an effective tool for improving road safety, it is imperative that a consistent and comprehensive approach be used for implementation. This will help reduce confusion and improve compliance among drivers in these zones.

2.1. Community Safety Zone Request

To request a location be considered for a Community Safety Zone, the requester may:

1. Complete the Traffic Concern Form located on the city website; or
2. Submit a request in writing to the City's Engineering Services Division.

2.2. Criteria Assessment

Once the request is received, staff will review the request against the following criteria:



- **Presence of Community Facilities** – The subject road segment must be adjacent to at least one of the following community facilities: parks/playgrounds, daycare centres, recreation areas, hospitals, and senior centres/residences.
- **Posted Speed** – The posted speed limit must not exceed 60km/hr.
- **Number of Lanes (Both Directions)** – The subject road segment must not exceed 3 lanes.
- **Average Daily Traffic Volumes** – Higher priority will be given to road segments with higher traffic volumes.
- **Pedestrian Facilities** – Higher priority will be given to road segments lacking, or with insufficient pedestrian facilities.
- **Pedestrian Volumes** – Higher priority will be given to road segments with higher pedestrian volumes.

2.3. Road Segments that Meet Criteria

If staff determine that the requested road segment meets the criteria above, a report with the findings will be presented to City Council, recommending that the segment of roadway in question be designated as a Community Safety Zone. If the recommendation is approved by Council, the by-law will be amended to designate the road segment as a Community Safety Zone.

2.4. Road Segments that Do Not Meet Criteria

If staff determine that the road segment does not meet the required criteria, the process is terminated, and the requester will be advised of the decision in writing with copies sent to the affected ward Councillors. The road segment will not be considered for another review for a period of 24 months unless there have been significant changes to the traffic patterns in the area.

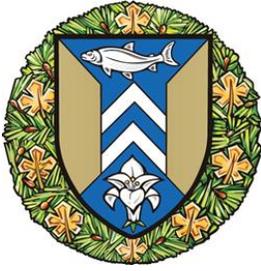
Council may designate roadway segments as Community Safety Zones against staff recommendations.

3. Record Keeping

All requests will be kept on file to ensure transparency and to improve response efficiency for similar requests.

4. Community Safety Zone Prioritization List

Staff will bring Community Safety Zone recommendations to Council on a yearly basis, or more frequently if required. The reporting will include a prioritized list of all recommended implementations along with justification for each.



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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: Sault Area Hospital Lease Agreement

Purpose

The purpose of this report is to request Council authorization of a Lease Agreement between the City and the Sault Area Hospital (the “Tenant”).

Background

The Tenant has been leasing City owned property located at 65 Old Garden River Road for the past 15 years. The Tenant uses this property for a Central Ambulance Communication Centre for the provision of call taking and dispatching of Emergency Medical Services for the District of Algoma. The current agreement expires April 30, 2023. The Tenant requires the Lease to continue to occupy the property.

Analysis

In order for the Tenant to continue to use 65 Old Garden River Road, a lease agreement is necessary.

The Agreement fully indemnifies the City from and against all claims arising out of the Tenant’s use of subject lands, and require that the Tenant carry a minimum of \$5,000,000 insurance in a form that is satisfactory to the City’s Risk Manager.

Financial Implications

The Lease Agreement calls for payment of rent of \$133,046.88 plus HST for the first year of the term, payable monthly, and thereafter subject to annual increases based on CPI.

Strategic Plan / Policy Impact / Climate Impact

Not applicable

Recommendation

It is therefore recommended that Council take the following action:

The Lease Agreement and By-law 2023-60 are listed under item 12 of the Agenda and are recommended for approval.

Sault Area Hospital Lease Agreement

May 1, 2023

Page 2.

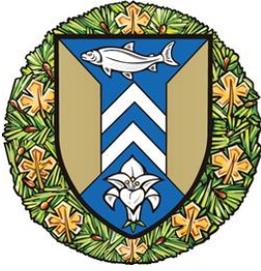
Respectfully submitted,

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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, Solicitor
DEPARTMENT: Legal Department
RE: (Update) Changes to Temporary Outdoor Patios Under the
Liquor Licence and Control Act.

Purpose

The purpose of this report is to recommend that Council pass an updated delegation of authority By-law to align the City's licence of occupation procedure and its supporting Guide for Outdoor Patio's with the recent changes to O.Reg 746/21 under the *Liquor Licence and Control Act*, 2019. The proposed By-law also delegates authority to approve alcohol served on temporary patios to the City's Director of Planning and Community Development and returns mandatory insurance amounts for temporary outdoor patios to \$5million.

Background

On April 11, 2023, Planning staff provided an information report to Council regarding a change to O.Reg 746/21. The change moves from the Alcohol and Gaming Commission (AGCO) to the City the responsibility to approve alcohol service on a temporary patio (8 months or less). This may only occur if the primary establishment (brick and mortar restaurant) is licenced by the AGCO. This is significant as the City does have a number of temporary outdoor patios that meet temporary use.

Analysis

Review of the change to the regulation confirmed use of the word "may", meaning approval is not 'as of right' or 'mandatory', but is optional. A temporary patio will not be able to serve alcohol without approval from the City. A number of conditions are stated in the section to guide approval. Despite appearing to be a rather insignificant change, the change now moves the AGCOs responsibility to the City for approval of alcohol served on a temporary patio whether operated on private or public property.

Public property:

Where city property is involved, a licence to occupy city property is completed and language within the licence sees the Licencee/Applicant fully indemnify and hold

Temporary Patios

May 1, 2023

Page 2.

the City harmless and carry \$5million in insurance. This serves to reduce city exposure should a claim ensue.

Also, in order to approve alcohol being served on a temporary patio on public property, delegated approval to a staff member that oversees the temporary patio approval process, the Director of Planning and Community Development, was added. This will also apply to private property approvals for alcohol being serve on a temporary patio.

Private property:

A second process occurs where a private temporary patio is to be established and serve alcohol. Planning will review the Site Plan and confirm the patio meets the requirements under subsection 153.1 (3) of O.Reg 746/21. If a patio can be established in accordance with the conditions under the regulation, approval may be provided by the Director of Planning and Community Development, and a waiver shall be signed by the Applicant to reduce any City liability. Because of the recent change and responsibility created, there are currently no municipal requirements for private patios with respect to liability/insurance. As such, a waiver was developed and sets out insurance required in an amount of \$5million and indemnity language as follows:

I [applicant] shall defend, indemnify and save harmless The Corporation of the City of Sault Ste. Marie, its officers, Council members, partners, agents and employees from an against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury and to damage to or destruction of tangible property including loss of revenue or incurred expense arising directly or indirectly from use, management, and operation of the temporary patio and approval for it granted by the City.

Insurance:

For both private and temporary patios, proof of insurance would be requested adding the City as an “additional insured”. This is already mandatory under the temporary licence process involving City Property and is being added to the City’s private property approval process.

Council did elect to reduce past insurance rates from \$5million to \$2million for licenced patios on City property in 2019. This decision occurred during the pandemic where these businesses were most impacted by provincially mandated closures. It was then, and remains, the insurance provider for the City’s preference that the limit be set at \$5million. Increasing insurance may impact privately operated revitalization initiatives where outdoor temporary patios are in place or desired because a monthly premium increase of a couple hundred dollars may

Temporary Patios

May 1, 2023

Page 3.

result. However, the additional responsibility on the City as the approval body adds emphasis on a higher insurance amount to best protect the City. Staff has increased the amount to \$5million within the proposed bylaw.

Financial Implications

By-law amendment was prepared internally by staff and therefore does not have significant financial impacts.

Strategic Plan / Policy Impact / Climate Impact

This 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 Solicitor dated May 1, 2023 be received and that By-law 2023-71, being a by-law that delegates approval to extend a liquor licence to a temporary patio, both on private and public property, and execution of a patio licence on City property, appears elsewhere on the Agenda and are recommended for your approval.

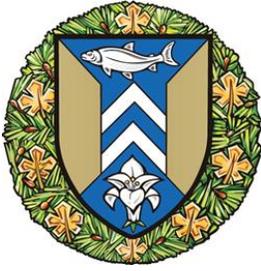
Respectfully submitted,

Jeffrey King

Solicitor

705.759.2662

j.king3@cityssm.on.ca



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

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

May 1, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, Solicitor
DEPARTMENT: Legal Department
RE: Off-Road Vehicle and Motorized Snow Vehicle By-laws

Purpose

The purpose of this report is to provide information to Council regarding the process undertaken to prepare a draft Off-Road Vehicle (ORV) By-law, and a Motorized Snow Vehicle (MSV) By-law, for municipal road access by ORVs and MSVs, and recommend that Council pass the proposed By-laws.

Background

On May 28, 2012, the following Resolution was moved by and seconded by:

“Whereas the Highway Traffic Act presently prohibits all-terrain vehicles from using rural roadways to access the trails designated for recreational use and specifically prohibits the use of newer model all-terrain vehicles (side-by-sides); and

Whereas these are the vehicles of choice by the disabled because of their ease of use and additional safety features; and

Whereas the community has the authority to pass a by-law permitting the use of such vehicles on municipal roadways;

Now Therefore Be It Resolved that Legal staff in consultation with appropriate city departments as well as the Parks and Recreation Advisory Committee prepare recommendation(s) regarding this issue for the consideration of Council.

(the proponent of the above by-law has undertaken the responsibility of consulting with Police Services, Accessibility Committee, and the Snowmobile Association requesting input into any proposed by-law).”

On July 16, 2012, staff reported to Council that it did not have authority to permit side-by-sides on municipal roads but could only permit all-terrain vehicles (ATVs).

A further resolution regarding significant changes to laws regarding ATVs, distracted driving, school bus safety, and bicycling was passed by Council on June 22, 2015. In September of 2016, staff confirmed Council’s ability to pass a by-law regulating side-by-sides for municipal road use.

On September 26, 2016, it was resolved that staff from Legal, in association with relevant stakeholders, other city departments and committees, prepare a draft by-law for Council's consideration. Additionally, it was confirmed that staff use an in-house approach (not engaging a consultant for budgetary considerations/limited options) and that public engagement be sought. Staff advanced work up to the onset of the pandemic, at which time, it was paused for public engagement.

While paused, Council passed a further resolution that requested staff look at municipal road access for motorized snow vehicles. The following resolution was passed on February 24, 2020:

Whereas snowmobiling is a popular winter activity that injects an estimated \$23.6 million into Northern Ontario through snowmobile tourism each year (accommodations, restaurants, retail, service, fuel and so forth); and
Whereas there are thousands of kilometers of groomed trails regulated by the Ontario Federation of Snowmobile Club (OFSC) surrounding our community; and
Whereas if Sault Ste. Marie adopts snowmobile-friendly accessible roads, winter tourism may increase, and the City could be a starting point for those interested in riding the trails; and
Whereas Sault Ste. Marie is consistently trying to find additional winter attractions and activities to draw both Canadian and American tourist to the community; and
Whereas snowmobiling is a popular winter activity that can result in the community becoming a destination for families and outdoor enthusiasts; and
Whereas the City of Timmins has recognized the positive tourism value of snowmobilers and approved a trail period of snowmobile road use for the remainder of the 2020 snowmobile season with restrictions to ensure safety for both residents and riders;
Now Therefore Be It Resolved that appropriate City staff, in consultation with the Sault Trailblazers Snowmobile Club, be requested to research the process Timmins has adopted allowing snowmobiles to use municipal roads and report back regarding the use of roads in Sault Ste. Marie for a limited period, allowing riders to access restaurants, services, and accommodations from all points of the City with the goal of increasing winter tourism.

Two provincial legislation changes expanding the classes of ORV also occurred in 2020 and 2021.

Analysis

Currently MSVs are able to operate on roads outside the boundary enacted by By-law 69-9 and the associated map listed on the City's webpage, attached to this report as Schedule "A". If not prohibited by a by-law, MSV are permitted on roads.

The MSV map has been amended at times following complaints from constituents to close roads and has seen roads opened by petition.

Requirements to pass a by-law permitting ORVs on a municipal highway are under section 191.8 of the *Highway Traffic Act*. Herein, the City may prohibit or permit various classes of ORVs to use roads within the City. The *Operation of Off-Road Vehicles on Highways*, O.Reg 316/03, and *Local Municipalities Where 80kph Speed Limit Applies*, O.Reg 8/03, does offer ORVs access to various roads in other jurisdictions without the need for a by-law. However, Sault Ste. Marie is not listed within these regulations, meaning that the City has no roads that can be used by ORVs without passing a by-law.

Stakeholder/city departments and comments:

Sault Trailblazers	In favour and supports both initiatives (ORVs and MSVs). Will look at gates to prevent ORV use of sanctioned MSV trail network and protect current land use agreements. Committed to continuing to work with the City to open other corridors for local business access.
City Police	In favour. The By-laws and associated maps represent an appropriate enforcement tool.
Planning	In favour of the maps and areas where the vehicles can operate, however it should be noted that as the community continues to expand and development becomes denser, the areas where ORVs and MSVs are permitted/prohibited may need to be revisited.
Public Works	In favour of the maps and areas where the vehicles can operate and in support of comments made from Engineering and Planning.
Engineering	In favour of the maps and areas where the vehicles can operate. Use of Downtown roads or other arterial roads may see damage to pavement surfaces as these streets are regularly bare from snow given denser traffic and enhanced maintenance standards for arterial and collector roads.
Legal	In favour of the By-laws as drafted which includes considerations that manage liability and mandate safety equipment and insurance for road users.

Tourism SSM	In favour as the proposed By-law does remove some barriers to help promote access to trail systems. Will continue to work with Sault Trailblazers to help enhance the experience for snowmobile and ORV tourists.
-------------	---

Despite the creation of the Ontario Federation of ATV Club, the City currently has no active local ATV or ORV Club.

Past comments from Accessibility Committee include support for the project as it provided individuals with accessible needs the opportunity to engage in the sport by removing a barrier.

Besides Strathclair Park being a staging area for MSVs, the project does not directly involve the use of parks. Also, the operation of motorized vehicles is prohibited by the City's Park's By-law (80-128, section 3) except for on designated roads.

Public consultation:

Following two open-houses at the end of January and start of February 2023, and additional consultation with interested constituents, staff summarized all public input received, attached as Schedule "B". Staff consulted and tracked comments from 65 members of the public. The results are 85% in support of enabling ORVs on municipal roads and continuing with access on roads by MSVs.

Public comments vary in nature and can be found at times to conflict. For instance, one person may suggest not allowing these vehicles on a certain road, where another may suggest this road as a preferred route for accessing trails. The proposed map represents a balance of interests for stakeholder/department comments and the consultation with the public.

Action or inaction taken by other municipalities:

Most northern municipalities have by-laws in place to allow MSVs and ORVs on City roads. Large urban communities to the south of Ontario, such as York Region and Toronto, do not have by-laws. It appears only three communities within the Algoma District have not passed an ORV by-law, being the City itself, the Township of Jocelyn, and Village of Hilton Beach. Despite not being fully current, the following link to the ATV trail federations website lists most municipalities with an ORV by-law: <https://github.com/QuadON/OntarioBylaws>

Each municipality's footprint is unique. The closest comparable northern community to the City of Sault Ste. Marie is North Bay. North Bay, like the City, consist of a downtown core that fronts on water and was developed outwards from

this central point. North Bay applied the use of urban settlement areas (which is a shadow over dense City growth/development) as a boundary for prohibiting road access and permits use of the surrounding roads. Urban settlement areas are also reflective of high traffic levels. A distinguishing characteristic between North Bay and the City is the difference of 20,000 in population. Similarly, the City and North Bay are divided by the TransCanada Highway.

Other larger northern communities applied a different approach. Sudbury prohibits its downtown core and permits ORVs and MSVs on roads in all the outlying communities that amalgamated to the City of Greater Sudbury. Thunder Bay does not have a by-law for ORVs but does for MSVs. Elliot Lake does permit ORV and MSV (except Downtown). Timmins permits access (except downtown) for MSV. Timmins does not currently permit ORVs on roads. Timmins Police was not in support of ORV road use when last before their council in 2021. Timmins Police primary concern was safety.

Smaller northern communities simply permit road access (Examples: Township of Johnson and The Township of Prince), these communities have less dense development and populations.

Qualified/Classes of ORV or MSV:

The proposed By-law defines the permitted ORV. Some changes have been made to the classes of Off-Road Vehicles by the Province in July of 2020. These changes added off-road motorcycles or “dirt-bikes” and extreme terrain vehicles with 6 wheels or more, such as an “Argo”. Despite this addition by the Province, it is not being recommended to include these two classes in the ORV By-law. Dirt bikes are known to be loud and not always properly insured, and maneuvering an Argo is not ideal on hard surfaced roads. Schedule “C” attached hereto illustrates the various types and classes of ORVs.

The definition of a MSV per the proposed MSV By-law excludes a snow-bike (a dirt bike with ski/track conversion kit) or any off-road vehicle converted from its original manufactured purposes to have skis and a track.

Boundary map:

The map depicting designated roads only permits or prohibits roads and is not intended to be interpreted as allowing access to parks, school yards, private property, or other public property owned by the City or another government. These listed areas are protected by other legislation, such as the *Trespass to Property Act*. The use of sidewalks, multi-use trails, and the Hub Trail are also prohibited under the City’s Traffic and Hub Trail By-laws.

The development of a map that served a practical function for police enforcement and constituents alike, balanced maximum access with reduced liability, while

considering the unique past and future development of the City, proved challenging.

A GIS formula looking at the current urban settlement area was used and depicts a larger area than would have existed in 1969 and 1994. This is an indication of the City's growth and is consistent with areas of increased traffic volumes. Notwithstanding this GIS data, the proposed maps are less restrictive than the previous MSV map (last amended in 1994). Staff applied both the February 2020 resolution and majority input to develop a less restrictive map. Specific consideration was given to roads that may facilitate access to amenities.

Further, staff accounted for areas where added vehicles may cause traffic congestion, primarily the downtown core and adjacent areas to determine that these continue to be appropriate prohibited roads. Added to this consideration is that during the winter roads remain exposed and would be subject to damage from MSVs carbide runners and studded tracks.

Crossing a road:

Despite the inability to use Second Line, ORVs and MSVs are permitted to cross any road (prescribed or not) at a 90° angle. This means that all gas stations and restaurants on the south side of Second Line are available to ORVs and MSVs.

Hours/times/days of operation:

A curfew is proposed between 11pm to 8am for both ORVs and MSVs. This is set to reduce noise complaints and permits police enforcement where concerns are identified. Operation of an ORV on a road shall not occur between the 1st of December and March 31st of any year to protect intercity trail networks maintained by the Sault Trailblazer's and eliminate the addition of slower and less visible ORVs during the winter months.

Operator/vehicle requirements:

Both ORVs and MSVs shall be equipped with proper mufflers when operated on city roads. This is also a consideration under provincial legislation and is proposed to further reduce noise concerns. Reiterated under the proposed By-laws are provincially regulated safety equipment, insurance, and licences requirements.

Speed:

The operating speed of an ORV or MSV while on a municipal road is set at no greater than 20kph in a 50kph zone, or 50kph in a speed zone greater than 50kph.

The current 1969 MSV By-law does not set a lower speed for MSV. A point of concern received during public consultation. Subsection 7(2) of the *Motorized Snow Vehicle Act* permits the City to regulate speed. Reduced speed has been adopted by Timmins, North Bay, and Ottawa and is 20kph within City limits.

The proposed speed reductions are a balance of operational speeds between ORVs and MSVs which will also act as a traffic calming measure without overly slowing other motorists. The proposed speed reduction practice mirrors the provincial legislation for ORV road use. Lower speed also serves to reduce noise.

Safety:

Safety is paramount. Operators are held to adhere to the requirements or may be subject to a fine. A 2019 report from Public Health Ontario entitled *The Epidemiology of All-Terrain Vehicle and Snowmobile-Related Injuries in Ontario*, notes a significant difference of 11,000 ORV vs. 2,900 MSV trips to emergency departments. The majority of injuries are children under the age of 16. Operators under 16 are not permitted on municipal roads under the proposed By-laws. Other factors are lack of safety equipment, night riding, and speed, which are regulated by the By-laws. It is further observed that a higher rate of fatalities occurs on roadways where traffic is more significant. This further supports prohibiting the Downtown, Second Line, and Great Northern Road.

Both the design characteristic of the road and an ORV (low pressure bearing tires and stiffer suspension) can be a concern for safety. To mitigate this, consideration was given to: the type of shoulder, surface, and width, the availability of a sidewalk for pedestrians, and time of day and year of operation. This information was also reviewed alongside the Urban Settlement Area and relevant GIS formulas.

Financial Implications

The information component and By-laws recommend as part of this report were prepared internally by staff and therefore does not have significant financial impacts. Sault Ste. Marie Police Service has already acquired the necessary vehicles to patrol and enforce the By-laws. These vehicles will require maintenance and replacement. Additionally, Police officers will be deployed to enforce the By-laws. Costs found within the set Police budgets.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not directly articulated in the corporate Strategic Plan; however it does touch upon Community Development.

Climate Impact

Climate impact is addressed by way of the reduced speed in which ORVs and MSVs must operate at when on city roads. Reducing speed and keeping a steady

ORV and MSV By-laws

May 1, 2023

Page 8.

pace reduces fuel consumption which in turn results in a modest reduction of greenhouse gas emissions^{1,2}.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor dated May 1, 2023, concerning the process undertaken to develop by-laws enabling municipal road use by ORVs and MSVs be received as information. By-laws 2023-69 and 2023-70, being by-laws that regulate ORV and MSV use on municipal roads, appear elsewhere on the Agenda and are recommended for your approval.

Respectfully submitted,

Jeffrey King

Solicitor

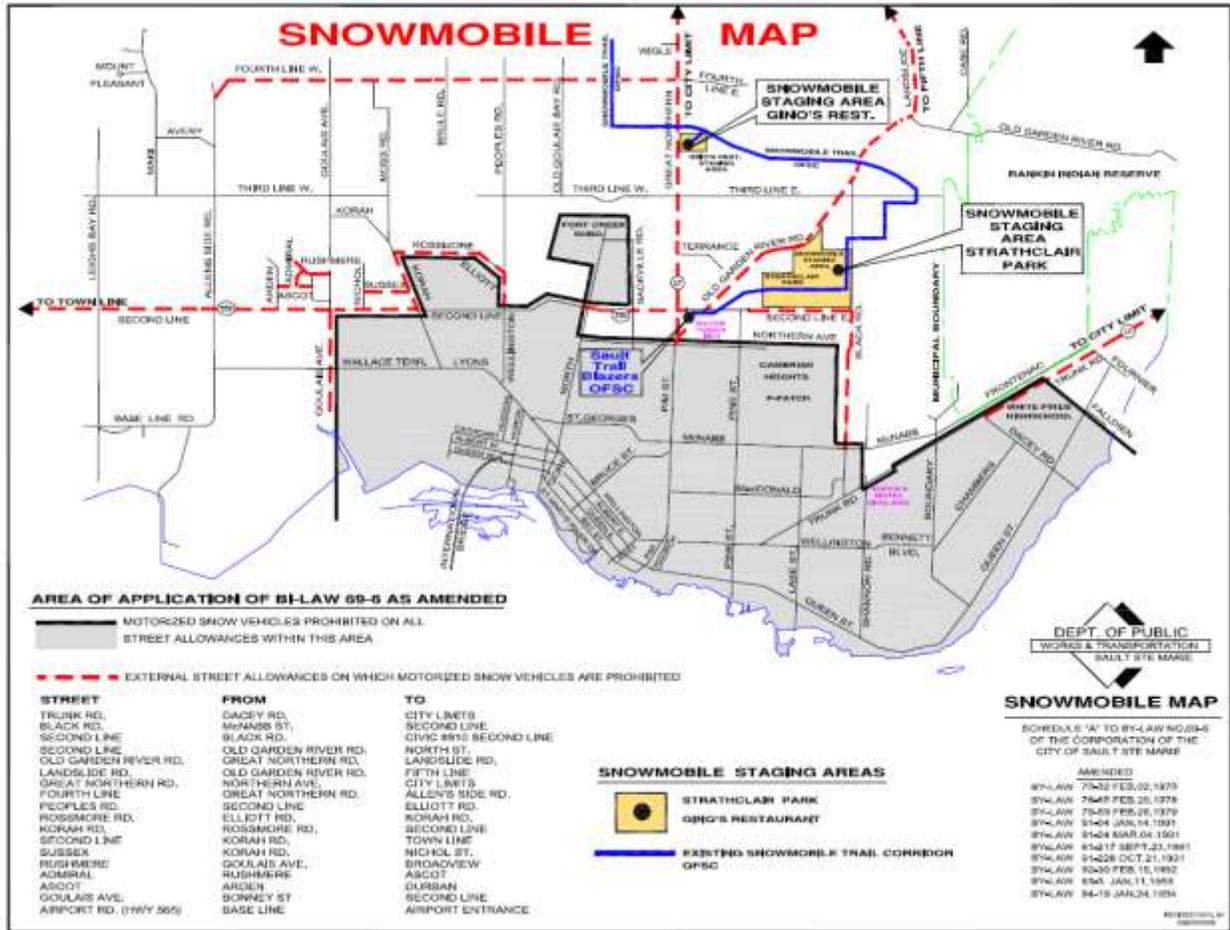
705.759.2662

j.king3@cityssm.on.ca

¹ Ontario Ministry of Environment and Climate Change (2014). Ontario's Climate Change Update 2014. Retrieved from: <https://dr6j45jk9xcmk.cloudfront.net/documents/3618/climate-change-report-2014.pdf> See Table 4.

² Natural Resources Canada. (2014). *Auto\$mart – Learn the facts: Emissions from your vehicle*. Retrieved from: https://natural-resources.canada.ca/sites/www.nrcan.gc.ca/files/oeo/pdf/transportation/fuel-efficient-technologies/autosmart_factsheet_9_e.pdf

Schedule "A"



Schedule “B”

Public input from *bylaw.proposals* email and open houses held January 24, 2023 and Feb 1, 2023:

Total of 65 comments – 9 against access, 1 comment unable to determine if for or against given restriction to electric OVRs and Snowmobiles only, and 55 for access being open for OVRs and Snowmobiles.

	Location	For:	Against:	Issue/concern	Enforceable
		Increased access			
1.	Fourth Line W		X	Driving at: 1) All hours of the day 2) Noise - loud (aftermarket) exhausts and 3) Speeding.	Time, noise, and speed.
2.	General	x		Nuance between heights of ORV vs. snowmobile. Would like more central and east end access.	
3.	General	x		Access to some roads will allow access to amenities and would help tourism.	
4.	General		X	Hard to see a snowmobile when exiting private driveway due to snowbank height. Would be for if banks are removed at the expense of a road use permit.	
5.	General	x		In strong support of road access.	
6.	General		X	Against allowing road access due to noise. People should trailer elsewhere.	Noise and hours of operation.
7.	Dryden/Asquith	x		Varying speed caused unnecessary noise.	Speed and Noise.
8.	General	x		Excited to hear about the access for ATVs.	

9.	General	x		See road use as a rider being of convenience.	
10.	Central Street		X	A few snowmobiles racing up and down the street at all hours of the night with little enforcement.	Speed and curfew.
11.	General		X	Does not know how speed will be enforced as it continues to be an issue for motorist.	Speed.
12.	General	x		For maximum access, including Downtown for train access and along board walk to revitalize the Downtown.	
13.	General and Leighs Bay	x		Crackdown on noise, but being within a currently permitted area enjoys the freedom to access trails to do such things as ice fishing.	
14.	General	x		In favor of more access to roads to get to trails.	
15.	General	x		In favor of access to roads to prevent the need to load equipment to enjoy the sport.	
16.	Third Line to Connor Rd.	x		There is a trail head off Connor Rd. and Landslide Rd. access to these roads would alleviate trailering.	
17.	General	x		Great idea to enable insured owners to access amenities, favors restrictions on speed and hours of operation.	
18.	General		X	Boundary will likely be bigger than proposed and who would enforce.	
19.	General	x		Would help tourism and allow those with accessibility needs to more easily enjoy the sports. In favor of access everywhere but the downtown core.	

20.	General			In favor of ORV access to all roads, would help tourism. One map for both ORV and snowmobiles.	
21.	General and to enable access from and to: Sunnyside Beach, Nokomis Beach, Point Des Chene, Point Aux Pins, and Mark Bay.	x		Opening access to these areas is desired. In favor on a tourism and local economic generator as more will be inclined to buy equipment from local dealers.	
22.	General	x		Total access to City, less pollutants, help tourism, and use less gas so more cost effective for user.	
23.	General	x		OVR access everywhere, except Downtown area, OVRs are less noisy than snowmobiles, stop better, create less pollution than cars/trucks, use less parking space, and are easy on city infrastructure.	
24.	General and area of Allen Side Rd.		X	Currently dealing with trespassers and loud machines performing stunts with little enforcement. City has grown residentially since 1994 and therefore so should the prohibited boundary.	Trespass, careless driving, and noise.
25.	General and areas of Third Line W., Old	x		Would like access to roads noted and see speed limit 10Kph less than posted during the day	

	Goulais Bay Road (North end), and Forth Line E & W.			and slower at night. No limits to hour of operation.	
26.	General	x		In favor for access, save for a main excluded area (central, downtown, uphill). Benefit to someone without a trailer system. ORV with full safety equipment would be no different than a motorcycle.	
27.	General and Fourth Line E & W.	x		Preference for more access and specifically area listed. To get to gas and amenities would be nice. Additionally this would increase tourism.	
28.	General and area of Arden St.		x	ORV running around subdivision like a race track and are noisy and impact enjoyment of home. OVRs are not environmentally friendly. The City was much more rural when the snowmobile by-law was passed.	
29.	General and specific to Old Garden Rd, Third, Fourth, and Fifth (All E & W).	x		Access to Old Garden may enable access to amenities such as the Snowmobile Club, Water Tower Inn, Dealership, some restaurants. There is a trail head at Case Rd. with direct routes to more areas, such as Heyden, Garden River, Echo Bay, and Searchmont loop. Creates less repetitive rides/trips – directly helps Tourism. Need access to gas somehow. If roads are	

				not permitted unsafe routes are explored to gain access. Consistency (same map for OVR and snowmobiles)	
30.	General	x		Consistency (same map for OVR and snowmobiles). Currently lack of access to amenities.	
31.	General		x	Not needed. Other communities that do this are much smaller, safety is a concern, not enforceable, add both maintenance and resource strain to the City, issues with noise and hours of operation be further considered as more people work from home, such a proposal may have an impact on non-motorized travel. The proposal is a convenience issue, not an access issue and the above must take precedent.	
32.	General, and specific to west end of the City, Point Des Chenes, Point Louise Dr., and Pointe Des Chenes	x		Actively brings colleagues from southern Ontario to the City to explore outdoors, for road use everywhere like Sault Michigan to increase tourism, west end of City connects to Prince where you can use ORVs everywhere.	
33.	General	x		Creating access will make the sport more feasible and affordable.	
34.	Third Line E &	x		Does not wish to see any changes to existing access in the area.	

	Birkshire Place area				
35.	Fourth and Fifth (E & W).	x		Gaining access to the suggested allows travel to end of Old Goulais Bay trail. Also, some east to west connectivity is desired. Not an advocate for intercity access (Downtown).	
36.	General, and specific to Old Garden River Road & Landslide.	x		Support of map as presented in draft during sessions. Not in support of access to specific roads listed. Wish to see a safety assessment prior to introducing this traffic. Also, noise needs to be considered, this could impact sleep. Lack of enforcement.	Noise, and curfew.
37.	General			Permitting only electric ORVs within city limits and redesigning all roads for a maximum 30kph (using automated enforcement until this re-design of all roads has been completed). ORVs then could be permitted throughout the city without restrictions on location by preventing community concerns around noise, GHG emissions, safety, pollution and health impacts, and traffic conflicts/congestion and enabling a fair, equitable and sustainable transportation network.	
38.	Old Garden River	x		For removal of listed road to gain access to Case Rd. trail head.	
39.	General and access	x		In favor of open means of access to this area, also	

	across second line south to Water Tower Inn			open black rd. to great northern road.	
40.	General	x		Speeds same as regular vehicles may alleviate safety concerns.	
41.	General and south market within boundary			Currently many using this street.	
42.	General	x		The more access to roads the better.	
43.	General	x		More access, but restrict roads with heavy traffic, dedicated routes to hotels and amenities, support tourism.	
44.	General	x		Consider other municipality maps, separate by-law for OVRs and snowmobiles, clear limitation regarding aftermarket exhausts, tires, blinker kits, horn, etc. Could generate revenue dollars.	
45.	General	x		Open up east and west ends to gain access to trails, prohibit downtown.	
46.	General	x		Close the core of City, open the rest. Permit access to nearby trails.	
47.	Queen St. E from Amber or Kerr St. E	x		Would like access to said area.	
48.	General and Fourth Line W	x		Open up Fourth Line W and would require a staging area for OVRs.	
49.	General	x		Create a by-law for snowmobiles and ORVs, they need to be treated differently, put in safety	

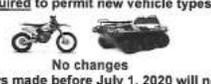
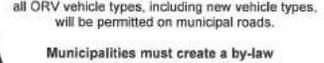
				measures per provincial legislation, noise is comparable to motor bikes.	
50.	General	x		In support of access to municipal road allowances. Look at other communities.	
51.	Old Garden River Rd., Fourth Line W, Third line E.	x		Open the listed roads to access to be able to get to trails.	
52.	General	x		For access. Trailering may lead to catalytic converter theft. Keep speeds at half or 30Kph for safety.	
53.	Old Garden Rd.	x		Remove from restricted the listed road. Mirror ORV/Snowmobile map.	
54.	General and north of second line, west of Goulais Ave.	x		Access to trails is important from the listed areas.	
55.	General	x		Open up city to OVRs.	
56.	General	x		Add access both on roads and via trails for OVRs and snowmobiles, attempt to create a corridor, set the laws and enforce them. Engage local landowners in agreements to avoid trespassing.	
57.	Goulais to allen side	x		Open the said area.	
58.	General	x		Have same maps for ORVs and Snowmobiles.	
59.	Forth Line	x		In favor of opening this road so access is gained from Goulais Ave and Peoples Rd, currently snowmobiles are using train trestle on moss rd.	

				and brule rd. with represent a danger.	
60.	General and Old Garden River Rd.	x		Access to the listed road. Noted creation of intercity trail network for ORVs and snowmobiles to increase tourism.	
61.	General	x		Have one map for both snowmobiles and ORVs, ensure access to gas stations.	
62.	General	x		Open access to whole city and close areas based on complaints/issues. Have a curfew from 10pm to 6am. Include all safety requirements. Same map for both ORVs and snowmobiles.	
63.	General	x		In favor of access, it should be same for both ORVs and Snowmobiles, look at others with same access rules.	
64.	General	x		ORV year round access and be able to access gas.	
65.	General	x		Create access to amenities.	

Schedule "C"

Off-Road Vehicles

During 2019, the Ministry of Transportation made two legislative amendments to the *Highway Traffic Act* to improve the experience of off-road vehicle (ORV) riding in the province. These changes, outlined within this infographic, have two effective dates: One set of changes became effective as of July 1, 2020 and the second set of changes are proposed to take effect January 1, 2021.

		Common ORV types		Side-by-Sides		New ORV Types	
		All Terrain Vehicles (ATVs)		recreational off-highway vehicle (ROV)	utility terrain vehicle (UTV)	off-road motorcycle (ORM)	extreme terrain vehicle (XTV)
							
		"single-rider" all-terrain vehicle (ATV)	two-up all-terrain vehicle (two-up ATV)	recreational off-highway vehicle (ROV)	utility terrain vehicle (UTV)	off-road motorcycle (ORM)	extreme terrain vehicle (XTV)
		Effective July 1, 2020		Proposed for January 1, 2021			
Municipality A Default speed limit less than 80km/h	Current vehicles permitted on road  Permitted on ANY municipal road where a by-law is created to enable their use	 Where a by-law is/was created to enable their use, these vehicles types or vehicles will continue to be permitted on any municipal road		 No changes Where a by-law is/was created to enable their use, these vehicles types or vehicles will continue to be permitted on any municipal road			
	Not permitted on road Restricted to off road use 	Additional by-law/amended existing by-law is required to permit new vehicle types  By-laws made before July 1, 2020 will not automatically permit these vehicles		Additional by-law/amended existing by-law is required to permit new vehicle types  No changes By-laws made before July 1, 2020 will not automatically permit these vehicles			
Municipality B Municipalities listed in Regulation 8/03	Current vehicles permitted on road  Permitted on ANY municipal road where a by-law is created to enable their use	 Where a by-law is/was created to enable their use, these vehicles types will continue to be permitted on any municipal road		 In municipalities listed in Regulation 8/03, all ORV vehicle types, including new vehicle types, will be permitted on municipal roads.			
	Not permitted on road Restricted to off road use 	Additional by-law/amended existing by-law is required to permit new vehicle types  By-laws made before July 1, 2020 will not automatically permit these vehicles		OPT - IN  OPT - OUT 			

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-60

AGREEMENT: A by-law to authorize the execution of the Lease Agreement between the City and Sault Area Hospital for the property at 65 Old Garden River Road, Sault Ste. Marie, 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 Lease Agreement dated May 1, 2023 between the City and Sault Area Hospital, a copy of which is attached as Schedule "A" hereto. This Lease Agreement is for the property at 65 Old Garden River Road, Sault Ste. Marie, 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 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

Schedule "A"

LEASE AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of May, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "Landlord")

-and-

SAULT AREA HOSPITAL

(hereinafter called the "Tenant")

Re: 65 Old Garden River Road, Sault Ste. Marie, Ontario

TABLE OF CONTENTS

SUMMARY 4

1. LEASED PREMISES 5

2. TERM OF LEASE 5

3. RENT 5

 3.1 When Payable..... 5

 3.2 Fixed Annual Rent..... 5

 3.3 Rental..... 5

 3.4 Termination of Lease 5

4. TENANT’S EXCLUSIVE AREA 5

5. TENANT’S COVENANTS 5

 5.1 Rent..... 5

 5.2 Business Taxes 5

 5.3 Permitted Use 6

 5.4 Rules and Regulations 6

 5.5 Repair..... 6

 5.6 Repairs Where Tenant at Fault 6

 5.7 Notice of Defect 6

 5.8 Assign or Sublet..... 6

 5.9 Not to Affect Insurance 6

 5.10 Tenant’s Compliance with Laws 6

 5.11 Services and Facilities..... 7

 5.12 Nuisance..... 7

 5.13 Tenant’s Indemnity..... 7

 5.14 Insurance..... 7

 5.15 Entry by Landlord 8

 5.16 Showing Premises 8

 5.17 Alterations 8

 5.18 Construction Liens 8

6. LANDLORD’S COVENANTS 9

 6.1 Quiet Enjoyment..... 9

 6.2 Services and Facilities 9

 6.3 Access.....10

 6.4 Repair.....11

 6.5 Interior Cosmetics11

 6.6 Landlord Improvements.....11

 6.7 Landlord’s Compliance with Laws.....11

 6.8 Insurance.....11

 6.10 Environmental Contaminants12

 6.11 Warranty12

7. PROVISOS12

7.1 Alterations and additions	12
7.2 Damage to Premises	12
7.3 Damage to Tenant's Property.....	13
7.4 Impossibility of Performance.....	13
7.5 Default of Tenant	14
7.6 Default of Landlord	14
7.7 Non-waiver	14
7.8 Overholding	14
7.9 Termination of Agreement.....	14
7.10 Directory Board.....	15
7.11 Notice	15
7.12 Lease Entire Relationship	15
7.13 Right of Re-entry	15
7.14 Cancellation, Relocation or Demolition	15
7.15 Surrender.....	15
7.16 Dispute Resolution	15
8. INTERPRETATION	16
8.1 Definitions	16
8.2 Severance	17
8.3 Headings and Captions	17
8.4 Effect of Lease	17
8.5 Governing Law.....	17
8.6 Time of the Essence	17
8.7 Freedom of Information	18

THIS LEASE made in duplicate as of this 1st day of May, 2023

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "Landlord")

-and-

SAULT AREA HOSPITAL

(hereinafter called the "Tenant")

SUMMARY

The following is a summary of certain provisions, which are part of, and are referred to in subsequent provisions of this Lease. Any conflict of inconsistency between these provisions and the provisions contained elsewhere in this Lease will be resolved in favour of the provisions contained elsewhere in this Lease:

- a) **Address of Premises:** 65 Old Garden River Road, Sault Ste. Marie, Ontario, as shown on the Site Plan attached hereto as Schedule "A".
- b) **Size of Premises:** 3,961 square feet
- Fixed Annual Rent:** \$133,046.88 (calculated at \$22.07 per square foot on the 3,961 sq. ft. plus the average monthly utility and maintenance costs) plus H.S.T. for the first year of the initial Term, payable monthly, and thereafter subject to annual increases based on the previous calendar year of CPI Ontario All Items.
- c) **Term:** Five (5) years
- d) **Renewal Options:** On mutual agreement for a further term as agreed to by the parties.
- e) **Commencement Date:** May 1, 2023
- f) **Address of Landlord:** c/o Peter Johnson, Fire Chief
72 Tancred Street
Sault Ste. Marie, Ontario P6A 2W1
Telephone Number: 705-949-3335
Email: p.johnson@cityssm.on.ca
- With rent cheques payable to:** The Corporation of the City of Sault Ste. Marie
- g) **Address of Tenant:** c/o Devon Clark, Director, Facilities & Environmental Services
Sault Area Hospital
750 Great Northern Road
Sault Ste. Marie, Ontario P6B 0A8
Telephone Number: 705-759-3434
Email: clarkd@sah.on.ca

THE PARTIES AGREE AS FOLLOWS:

1. LEASED PREMISES

In consideration of the rents reserved and the covenants and agreements herein, the Landlord leases to the Tenant the Premises, as shown on Schedule "B" attached hereto (the "Premises") at 65 Old Garden River Road, Sault Ste. Marie, Ontario.

2. TERM OF LEASE

The Term of this Lease shall commence on May 1, 2023 and shall be for a period of five (5) years, terminating April 30, 2028 with the option to extend as contained herein.

3. RENT

3.1 When Payable The Tenant agrees to pay to the Landlord Rent during the Term of this Lease the amounts as designated below, payable monthly, which monthly rent is calculated to be \$11,087.24 plus HST for the first year in the Term, and thereafter subject to annual increases on May 1 of every other year in the Term based on the previous calendar year of CPI Ontario All Items.

3.2 Fixed Annual Rent Fixed Annual Rent shall be equal to \$133,048.88 (calculated at \$22.07 per square foot on the 3,961 sq. ft. plus the average monthly utility and maintenance costs) plus H.S.T annually.

3.3 Rental Rent shall be fixed for the first Term at the Fixed Annual Rent, and then shall be increased annually in accordance with the Consumer Protection Index Ontario "All Items" of the previous calendar year, to be determined by the Landlord. The Tenant shall be provided notice of this amount by February 15th of each year as outlined in Section 7.11 (Notice). All Rental amounts are subject to H.S.T.

3.4 Termination of Lease In the event that this Lease Agreement is terminated by either Party hereto and the termination date is not the last day of any month, the Rent payable for that month shall be pro-rated.

4. TENANT'S EXCLUSIVE AREA

The Landlord and the Tenant agree that the Tenant has access to the shared space (the training room and the lockers-washrooms). The area exclusively leased to the Tenant, as shown in Schedule B and outlined in red, is 3,961 square feet. This area includes fourteen (14) lockers, one (1) washroom, and one (1) lunch area for the exclusive use of the Tenant. The Tenant also has access to an additional ten (10) lockers located in the shared space, five (5) of which shall be located in the women's space and the remaining five (5) located in the men's space, as shown in Schedule B and outlined in green.

5. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

5.1 Rent To pay Rent in accordance with the provisions of this Lease.

5.2 Business Taxes To indemnify the Landlord against payment of all loss, costs, charges and expenses occasioned by, or arising from all taxes, rates, duties, assessments, licence fees, and all taxes which may in future be levied in lieu of the taxes; all of the payments to be made by the Tenant to the Landlord, and all loss, costs, charges and expenses suffered by the Landlord in connection therewith may be collected by the Landlord as rent with all rights of distress and otherwise reserved to the Landlord in respect of rent in arrears, upon written request of the

Landlord to deliver to it for inspection receipts for payment of all taxes, rates, duties, assessments, and other charges in respect of all improvements, equipment and facilities of the Tenant in the Premises; to furnish to the Landlord on request evidence satisfactory to the Landlord of payments for the preceding year.

5.3 Permitted Use To use the Premises as a Central Ambulance Communication Centre for the provision of call taking and dispatching of Emergency Medical Services for the District of Algoma and the municipality of Chapleau, and all other uses ancillary thereto only, in accordance with all laws, regulations, by laws, policies or procedures of any Authority.

5.4 Rules and Regulations To ensure that the Tenant and its employees and all persons visiting or doing business with on the Premises are bound by and shall observe all rules and regulations herein and all other reasonable rules and regulations that are not inconsistent with the terms of this Lease made hereafter by the Landlord of which notice in writing are given to the Tenant and all rules and regulations are deemed to be incorporated into and form part of this Lease.

5.5 Repair Subject to the Landlord's obligations to repair pursuant to the other provisions of the within Lease, to repair the Premises, reasonable wear and tear and damage by fire, lightning and tempest or other casualty against which the Landlord is insured, or cause by the Landlord's negligence, only excepted; to Permit the Landlord to enter and view the state of repair at reasonable times and upon reasonable notice to the Tenant; to repair according to notice in writing and to leave the Premises in good repair.

5.6 Repairs Where Tenant at Fault If the Building, including the Premises, the elevators, boilers, engines, pipes and other apparatus used for the purpose of heating or air-conditioning or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment or the roof or outside walls needs repairing or become damaged through negligence, carelessness or misuse by the Tenant, its servants, agents, employees or anyone permitted by it to be on the Premises, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid forthwith on demand. Except through the negligence, carelessness or misuse by the Tenant, its servants, agents, employees, or anyone permitted by it to be on the Premises, all such repairs shall be the responsibility of the Landlord.

5.7 Notice of Defect To give the Landlord notice, as soon as reasonably possible, of any accident to or defect in the mechanical and electrical services, or any other system or part of the Premises which the Landlord is obligated to repair.

5.8 Assign or Sublet To not assign or sublet without leave of the Landlord, which leave may not be unreasonably withheld.

5.9 Not to Affect Insurance To not do or omit or permit to be done or omitted upon the Premises anything which causes the rate of insurance for the Building to be increased and if the rate of insurance for the Building is be increased by reason of anything done or omitted or permitted to be done or omitted by the Tenant or anyone permitted by the Tenant to be upon the Premises, the Tenant shall pay to the Landlord the amount of such increase.

5.10 Tenant's Compliance with Laws To comply with all provisions of law including federal and provincial legislative enactments, building by-laws, and all other governmental or municipal regulations which relate to the partitioning, equipment, operation and use of the Premises, and to the making of repairs, replacements, alterations, additions, changes, substitutions or improvements to the Premises, and to comply with all police, fire and sanitary regulations imposed by any federal, provincial or

municipal authority or made by fire insurance underwriters, and to obey all governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Premises;

5.11 Services and Facilities

- a) **Waste** - To not do or permit any waste or damage, disfiguration or injury to the Premises or the fixtures and equipment thereof or permit any overloading of the floors thereof, and to not place therein any safe, heavy business machine or other heavy thing, without first obtaining the consent in writing of the Landlord.
- b) **Keep Tidy** - To leave the Premises in a reasonably tidy state at the end of each business day to facilitate the Landlord's cleaning services hereinafter referred to.
- c) **Signage** - The Tenant is not to erect signage without the consent of the Landlord.
- d) **Interior Cosmetics** – The Tenant is not to undertake cosmetic changes to the interior of the Premises, without consent of the Landlord, which consent shall not be unreasonably withheld.
- e) **Exterior Cosmetics** – The Tenant is not to undertake cosmetic changes to the exterior of the Premises, including landscaping, without consent of the Landlord. If cosmetic changes to the exterior of the Premises are undertaken during any term of this Lease, the Tenant shall return the exterior to its original state or to a state that is agreeable to the Landlord at the Tenant's sole liability and expense.
- f) **Glass** - To pay the cost of replacement with as good quality and size of any glass broken on the Premises during this lease, unless the breakage is not the result of any act of the Tenant, its employees, servants, agents, contractors, licensees or invitees.

5.12 Nuisance

To not use or permit the use of any part of the Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Premises. The Landlord acknowledges and agrees that the permitted use does not contravene this section.

5.13 Tenant's Indemnity

To indemnify the Landlord against any claims, including all claims for personal injury or property damage, arising out of the negligence associated with the conduct of work by or through any act or omission of the Tenant or any assignee, subtenant, agent, contractor, servant, employee, invitee or licensee of the Tenant, and against all costs, counsel fees, expenses and liabilities incurred from any claim or any action or proceeding brought thereon, on the demised premises.

5.14 Insurance

To carry Broad Form Commercial Property insurance including commercial contents of every description on a replacement cost basis including coverage for all glass and plate glass in the Premises, whether installed by the Landlord or the Tenant, boilers and pressure vessels, and leasehold improvements. The Tenant shall also carry Commercial General Liability insurance in an amount not less than \$5,000,000 (five million), and Tenant's Legal Liability insurance to the replacement cost of the Premises occupied by the Tenant, and with policies and insurers acceptable to the Landlord.

Each policy will name the Landlord as an additional insured as its interest may appear. Each policy, with the exception of the comprehensive liability insurance, will provide that the insurer will not have any right of subrogation against the Landlord on account of any loss or damage covered by such insurance or on

account of payments made to discharge claims against or liabilities of the Landlord or Tenant covered by such insurance.

The cost or premium for each and every such policy will be paid by the Tenant. The Tenant will obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof or any material change therein. The Tenant will provide the Landlord with written evidence satisfactory to the Landlord of the existence of the insurance policies described in this clause.

5.15 Entry by Landlord

To permit the Landlord or its servants or agents to enter the Premises at all reasonable and upon reasonable notice to the Tenant, except:

- a) in the event of an emergency from time to time for the purpose of inspecting and of making repairs, alterations or improvements to the Premises or to the Building, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby; and
- b) where the purpose of the Landlord or its servant's entry is to access its own property, including without limitation stored documents or archives, in which case reasonable notice shall not be required by the Tenant.

The Landlord, its servants or agents may at any time after written notice to Tenant enter upon the Premises to remove any article or remedy any condition which in the opinion of the Landlord would be likely to lead to cancellation of any policy of insurance on the Building or any part thereof.

The Landlord, its employees, agents and servants shall, when entering the Premises for any reason, uphold and respect the Tenant's privacy and professional confidentiality requirements to the satisfaction of the Tenant.

5.16 Showing Premises

To permit the Landlord or its agents to show the Premises to prospective Tenants during normal business hours of the last six (6) months of the Term upon giving 24 hours' notice.

5.17 Alterations

To not make or erect in the Premises any installations, alterations, additions or partitions without submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, and further to obtain the Landlord's prior written consent to any change in the drawings and specifications submitted as aforesaid.

Approved work may be performed by contractors engaged by the Tenant, subject to all reasonable conditions which the Landlord may impose which includes but is not limited to compliance with the City's Contractor Prequalification Program before being able to do any work at the Premises; provided nevertheless that the Landlord may at its option require that the Landlord's contractors be engaged for any mechanical or electrical work;

Any work performed by or for the Tenant shall be performed by competent workmen the Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or Tenant's contractors the cost of all the work and of all materials, labour and services involved therein and of all decorations and all changes in the Building, its equipment or services, necessitated thereby;

5.18 Construction Liens

To not permit during the Term hereof any construction liens for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated, to attach to the Premises or to the building, and that whenever any lien attaches or claim therefore is filed, within twenty (20) days after the Tenant

has notice of the claim for lien to procure the discharge thereof by payment or by giving security or in such a manner as is or may be required or permitted by law.

5.19 Warranty

The Tenant represents and warrants that there has not been and is not now and covenants to ensure that there will not be, at any time during the Term any Environmental Contaminant located, stored, manufactured, refined, disposed of, produced or incorporated in or on any part of the Premises.

6. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

6.1 Quiet Enjoyment That provided the Tenant pays the rent hereby reserved when due and performs the Tenant's responsibilities herein, it shall peaceably hold the Premises during the Term of this lease without interruption by the Landlord or any person rightfully claiming through or in trust for it.

6.2 Services and Facilities

To provide and operate the following services and facilities for the Premises as expressed below, at the Landlord's expense, and maintain at the Landlord's expense, such services and facilities in good repair (and, if necessary, replace same) during the term:

- a) **Structure and glass** – To keep in good repair and condition the foundations, outer walls, roof, spouts and gutters of the building, and the plumbing sewage and electrical systems therein except to the extent that they are located on the Premises or occupied by other lessees of the building, and to promptly replace plate glass and other glazing materials for the Building in case of breakage unless the breakage is the result of any act of the Tenant, its employees, servants, agents, contractors, licensees or invitees.
- b) **Utility Systems** - To cover the cost of usage of utility systems including water and electricity.
- c) **Heating and Air-Conditioning** - To provide heating equipment of the Premises to an extent sufficient to maintain a reasonable temperature therein at all times, except during the making of repairs; but should the Landlord make default in doing so, for reasons beyond the Landlord's control it is not liable for indirect or consequential damages or damages for personal discomfort or illness; unless such default is due to the negligence of Landlord.

To provide air-conditioning for the Premises, for which purpose the Landlord has installed in the building a system for ventilating and air-conditioning in summer and ventilating and heating in winter, which is designed for normal occupancy of the Premises for office purposes on the basis of the window shading being fully closed in those offices having exterior windows exposed to the sun.

Any use of the Premises not in accordance with the present installations, or partitioning arrangement which interferes with the normal operation of the heating and air-ventilating system, may require changes or alterations in the system or the ducts through which it operates. Any changes or alterations so occasioned, if the changes can be accommodated by the Landlord's equipment, shall be made by the Tenant at its cost and expense, but only with the written consent of the Landlord obtained first, and in accordance with drawings and

specifications, and by a contractor, approved first in writing by the Landlord, and such approval shall not be unreasonably withheld, and provided that the Contractor is in compliance with the City's Contractor Prequalification Program before commencing any work at the Premises.

The Landlord reserves the right, should heating or air-conditioning equipment develop faults or in the opinion of the Landlord require repairs, alterations or improvements to terminate the supply of heating or air-conditioning to the Premises until any necessary repairs, alterations or improvements have been completed. The Landlord undertakes no responsibility or liability for failure to supply the heating or air-conditioning service when stopped or when prevented from doing so by strikes or by any cause beyond the Landlord's reasonable control, or by orders or regulations of any authority or failure of electric current, steam, or water or other suitable power supply or inability upon the exercise of reasonable diligence to obtain such electric current, steam, or water or other suitable power supply for the operation of the equipment.

- d) **Elevator** – To furnish, except when repairs are being made, passenger elevator service to the Premises; and to permit the Tenant, its employees, and all persons having business with the Tenant to have the free and exclusive use of the elevators service, but the Tenant and all other persons using the service do so at their sole risk and under no circumstances is the Landlord responsible for damage or injury happening to any person while using the elevator or occasioned to any person by any elevator or any of its appurtenances.
- e) **Washrooms** – To provide fully equipped washroom facilities for male and female employees in accordance with the requirements established by the *Occupational Health and Safety Act*, RSO 1990 c 0.1 as amended, and the regulations made thereunder, or any successor Act, a handicapped accessible male and female washroom in accordance with the requirements established by the Ontario Building Code, and the provision of all washroom equipment and supplies reasonably necessary, in the opinion of the Tenant, for the use and operation of such washroom facilities.
- f) **Exterior, Common Areas** - To maintain the exterior of the Building, the parking areas and walkways in good repair.
- g) **Building Security** – To provide security for the Building in accordance with the Landlord's standard practice, as would a reasonably prudent landlord of a similar building.
- h) **Snow Removal** – To provide snow and ice removal, sanding and salting services, as required, at the Landlord's discretion for all parking lots and walkways servicing the premises.
- i) **Life Safety** – To establish a workable emergency evacuation program.

6.3 Access

To permit the Tenant and all persons lawfully requiring communication with it to have the use during normal business hours in common with others of the main entrance and the stairways, corridors and elevators leading to the Premises. Notwithstanding any other provision of this Lease, the Landlord acknowledges that it may be necessary for the Tenant to access the Premises at times other than normal business hours. The Landlord agrees to allow the Tenant such access, provided the Tenant complies with any reasonable rules for security and safety.

6.4 Repair To maintain the Premises in good repair and tenantable condition during the Term and make good any defect or want of repair and/or replacement promptly upon notice thereof with minimum disruption to the Tenant's business.

6.5 Interior Cosmetics To allow the Tenant to make minor changes to interior cosmetics in the premises at the Tenant's sole discretion and expense, including without limitation painting, wallpaper, or shelving, again provided that the Contractor if in compliance with the City's Contractor Prequalification Program before commencing any work at the Premises

6.6 Landlord Improvements To not, at any time during the Term, commence construction or alterations to the Building which will have the effect of altering any part of the structure, interfering with the business operations of the Tenant, interfering with entry or exit from the Premises, or causing noise or other nuisances which might interfere with the Tenant's business operations.

In the event that the Landlord intends to commence any construction or alternations to the Building during the Term, such construction shall be subject to the following terms and conditions:

- a) The Landlord shall deliver reasonable notice to the Tenant, including complete and detailed plans and specifications of the planned construction prior to the commencement of construction;
- b) The Landlord must receive the prior written approval of the Tenant and of any required Authorities, the Tenant's approval therefor not to be unreasonably withheld;
- c) All construction must be completed promptly and in a good workmanlike manner, and must not interfere with the use of the Premises or any part thereof by the Tenant and wherever possible, must be completed outside normal business hours, unless the Tenant otherwise agrees; and
- d) All Utilities and other base building systems must continue to be fully operative during any period of construction and the Landlord shall be responsible for any damages or costs incurred by the Tenant to the extent caused or contributed to by any interruption of such Utilities or systems.

6.7 Landlord's Compliance with Laws To comply with all codes and regulations and any federal, provincial or municipal laws, regulations, by-laws and codes or any relevant Authority which relate to the Premises or to the use or occupation of the Premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements to the Premises. The Landlord agrees not to bring or commence any application with the respective Authority to change the respective use of the Premises and lands, or the zoning of the lands, without the Tenant's prior written consent.

6.8 Insurance The Landlord shall maintain insurance in respect of the Building against loss, damage or destruction caused by fire and extended perils. The Landlord shall also maintain commercial general liability insurance on the Property with coverage for any one occurrence of not less than \$5,000,000 (Five Million).

6.9 Consent and Approval That the Landlord and each person acting for on or behalf of the Landlord making a determination, designation, calculation, estimate, conversion or allocation or in giving an approval or consent under this Lease, will act reasonably, promptly and in good faith and each accountant, architect, engineer or surveyor, or other professional person employed or retained by the Landlord

will act in accordance with the applicable principles and standards of that person's profession.

6.10 Environmental Contaminants

To remove any Environmental Contaminant located on or in the building after the Commencement Date and whether or not resulting from any act, omission or negligence of the Landlord or those for whom it is in law responsible, which is contained in accordance with all applicable requirements of any relevant Authority. If any such Contaminant is not removed forthwith by the Landlord, the Tenant shall be entitled, but not required, to remove the same on the Landlord's behalf and the Landlord shall reimburse the Tenant for the cost thereof. If the Tenant causes by act, omission or negligence environmental contamination at the Premises, the Tenant shall be responsible for the costs and work necessary for removal of same from the Premises in accordance with applicable laws.

6.11 Warranty

The Landlord represents and warrants that there has not been and is not now and covenants to ensure that there will not be, at any time during the Term any Environmental Contaminant located, stored, manufactured, refined, disposed of, produced or incorporated in or on any part of the Premises.

7. PROVISOS

Provided always and it is agreed:

7.1 Alterations and additions

- a) All installations, alterations, additions, partitions and fixtures other than trade or Tenant's fixtures in the Premises, whether placed there by the Tenant or the Landlord are, immediately upon placement, the Landlord's property without compensation therefore to the Tenant and, except as hereinafter mentioned in this proviso, shall not be removed from the Premises by the Tenant at any time either during or after the Term.
- b) The Landlord is under no obligation to repair or maintain the Tenant's installation alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by the Tenant.
- c) The Tenant may remove any fixtures they install, but must repair any holes or other damage in the walls, ceiling or floor to original condition at the Tenant's sole expense. The Tenant shall have the continuous right during the Term or any extension thereof to move in or out of the Premises any of its furniture, personal effects, chattels and any business equipment.

7.2 Damage to Premises

If, at any time during the Term, the Building shall be damaged or destroyed, either in whole or in part, by fire or other peril insured against by the Landlord, then, and in every such event:

- a) If the damage or destruction to the Building is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the date of occurrence of such damage (the "Date of Damage"), the Premises are rendered partially unfit for occupancy or impossible or unsafe for use of occupancy, then the Rent shall abate as of the Date of Damage in proportion to the part of the Premises which is rendered unfit, and Rent will not be payable again until such time as the Premises have been fully restored by the Landlord to their condition as of the Commencement Date.
- b) If the damage or destruction to the Building is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage, the Premises are rendered wholly unfit for

occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if the damage, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage cannot be repaired with reasonable diligence within 120 days of the Date of Damage, then either the Landlord or the Tenant may terminate this Lease within twenty (20) days following the date of the architect's opinion by written notice to the other party, in which event this Lease will be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to same.

- c) In the event that neither the Party terminate this Lease accordance with the previous section, then the Landlord shall repair the Premises with all reasonable speed and the Rent hereby reserved shall abate from the Date of Damage until the date that the either the Premises are responded to their condition as of the Commencement Date or reasonable and convenient access is restored hereto.
- d) If the damage or destruction to the Building is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage, the Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if the damage, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage can be repaired with reasonable diligence within 120 days of the Date of Damage, then the Rent shall abate from the Date of Damage until the date the Premises are restored to their condition as of the Commencement Date or reasonable and convenient access is restored hereto.
- e) The decision of the Tenant's architect as to the time within with damage cannot be repaired, the extent of the damage, or the state of tenantability of the Premises, shall be final and binding upon the Parties.
- f) If the Landlord does not commence to repair or restore the Premises within fifteen (15) days of the date of the Tenant's architect's opinion, the Tenant may terminate this Lease upon fifteen (15) days' prior notice to the Landlord, in which event this Lease will be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to same.

7.3 Damage to Tenant's Property

The Landlord is not liable or responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to any other person while the property is on the Premises or in the building whether the property has been entrusted to employees of the Landlord or not and the Landlord is not liable for damage to property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage pipes or plumbing works of the building or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or for any damage caused by anything done or omitted by any other tenant. Landlord shall remain liable for any damage due to Landlord negligence or willful misconduct or the negligence or willful misconduct of its agents, employees, contractors, invitees or guest. Landlord shall maintain the Premises and tend to repairs promptly in accordance with Section 6.4 of this Lease Agreement.

7.4 Impossibility of Performance

Whenever and to the extent that the Landlord is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any

repairs by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of statute, law or order-in-council or any regulation or order passed or made pursuantly thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord is entitled to extend the time for fulfillment of the obligation by a time equal to the duration of the delay or restriction, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

7.5 Default of Tenant

If the Rent or any part thereof is not paid within ten (10) days of the due date, whether lawfully or not, or if the Tenant shall make default in the observance or performance of any of the Tenant's covenants or agreements contained in this Lease and such arrears or default continue for a period of ten (10) days, then the Landlord may give the Tenant notice requiring the Tenant to pay the arrears or remedy the default within thirty (30) days of receipt of notice or such longer period as is reasonably required under the circumstances. If the Tenant fails to pay the arrears or commence to remedy the default within such period, the Landlord may, in addition to any other remedies the Landlord may have either in this Lease or at law, re-enter the Premises and the Term here by granted shall be terminated.

7.6 Default of Landlord

If the Landlord defaults in the observance or performance of any of its covenants or agreements contained in this Lease, the Tenant will give the Landlord a reasonable opportunity to remedy the default.

7.7 Non-waiver

No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times of any covenant, proviso or condition herein operates as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord except an express waiver in writing. All rights and remedies of the Landlord contained in this lease are cumulative and not alternative.

7.8 Overholding

If the Tenant continues to occupy the Premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant is a monthly tenant at the rent herein and on the terms and conditions herein except as the length of tenancy.

7.9 Termination of Agreement

The Landlord acknowledges that the Tenant receives funding from various sources in order to finance its operations. The Landlord further acknowledges that these can change at any time. As a result, the Landlord hereby grants the Tenant the right to terminate this Lease on six (6) months' prior written notice without penalty.

The Tenant acknowledges that given the uncertainties that encumber its organization, the Landlord has the right to terminate this Lease on six (6) months' prior written notice without penalty.

The Tenant further acknowledges that the Landlord is completing a Fire Master Plan. As such, given the potential recommendations and findings of this Fire Master Plan, the Landlord shall have the right to terminate this Lease at its sole discretion on six (6) months' prior written notice without penalty.

7.10 Directory Board

The Tenant is entitled to have its name shown upon the directory board of the Building, but the Landlord shall in its sole discretion design the style of the identification and allocate the space on the directory board for each Tenant.

7.11 Notice

Any notice required by any provision of this lease shall be given in writing by registered mail, facsimile or email addressed to:

In the case of notice to the Landlord:

Corporation of the City of Sault Ste. Marie
72 Tancred Street
Sault Ste. Marie, Ontario
P6A 2W1
Telephone: 705-949-3335
Fax: 705-949-2341
Email: p.johnson@cityssm.on.ca
Attention: Peter Johnson, Fire Chief

In the case of the Tenant:

Sault Area Hospital
750 Great Northern Road
Sault Ste. Marie, Ontario
P6B 0A8
Telephone: 705-759-3434
Email : clarkd@sah.on.ca
Attention: Devon Clark, Director, Facilities & Environmental Services

The time of giving notice is deemed to be the fourth business day after the day of mailing. The notice is also sufficiently given when it is delivered to an executive officer of the recipient Party at the time of delivery.

7.12 Lease Entire Relationship

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease except as expressly set out in this lease and that this lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

7.13 Right of Re-entry

On the Landlord's becoming entitled to re-enter upon the Premises under any of the provisions of this lease, upon due process of the law, the Landlord may enter the Premises either by force or otherwise, without being liable therefore, to relet the Premises, to receive the Rent therefore and as the agent of the Tenant, to take possession of furniture or property on the Premises and to sell the furniture or other property at public or private sale without notice and apply the proceeds of sale and any rent derived from reletting the Premises upon account of the rent under this lease, and the Tenant is liable to the Landlord for any deficiency.

7.14 Cancellation, Relocation or Demolition

The Landlord shall not have the rights to relocate the Tenant to alternate premises or to cancel the lease or demolish the building the term of the lease or any renewal thereof without the Tenant's prior consent.

7.15 Surrender

It is understood that the Tenant, at the termination of the lease will surrender the Premises in their existing state at that time without compensation, and free from any obligation to remove or demolish their existing leasehold improvements.

7.16 Dispute Resolution

If a dispute arises out of, or in connection to, this Lease Agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process, failing which, the parties agree that the matter shall

be submitted to binding arbitration, pursuant to the *Arbitration Act* of Ontario, 1991.

All information exchanged during this meeting or any subsequent dispute resolution process shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

8. INTERPRETATION

8.1 Definitions

In this lease:

- (a) **“Building”** means the building constructed by the Landlord as shown on Schedule A attached hereto.
- (b) **“Business Day”** means any of the days from Monday to Friday of each week inclusive unless the day is a holiday;
- (c) **“Premises”** means those premises within the Building constructed by the Landlord, shown on Schedule B attached hereto.
- (d) **“Destruction”** means any damage or destruction by fire, elements, or other risk or peril in respect of which insurance is to be carried by the terms of this Tenancy Agreement or any other casualty or cause.
- (e) **“Environmental Containment”** includes any hazardous or toxic substances or materials, including without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes, flammable, explosive or improperly handler friable materials including asbestos, PCBs and substances or any other materials declared or defined to be hazardous, toxic, contaminant or pollutant in or pursuant to any law or any Authority. Notwithstanding this definition, the parties agree that the Tenant shall be permitted cleaning solutions, toners for photocopiers/printers and other ordinary office products provided they are properly and safely handled.
- (f) **“Fixed Annual Rent”** means annual rent specified in Section 3.
- (g) **“Improvements”** means any buildings and improvements now or hereinafter constructed on or about the Building.
- (h) **“Normal Business Hours”** means the hours from 8:30 a.m. to 4:30 p.m. on business days.
- (i) **“Tenancy Agreement Year”** means a period of twelve (12) consecutive calendar months, during the term of this Tenancy Agreement, the first Tenancy Agreement Year being the period of twelve (12) consecutive calendar months commencing from the Rent Commencement Date if the Rent Commencement Date is the first day of a month or on the first day of the month immediately following the month in which the Rent Commencement Date occurs if the Rent Commencement Date is not the first day of a month, and ending on the day preceding the first anniversary of such date of commencement, and each succeeding Tenancy Agreement Year during the term of this Tenancy Agreement, being a

period of twelve (12) consecutive calendar months commencing on the day following the expiration of the Tenancy Agreement Year preceding it.

- (j) **“Prime Rate”** means the rate of interest per annum established by the Bank of Nova Scotia, as a reference rate of interest to determine the interest rate such bank will charge for Canadian dollar commercial loans to its customers in Canada and which such bank quotes or publishes as its prime rate.
- (k) **“Rent Commencement Date”** means the date which the Tenant commences the provision of services from the Demised Premises.

8.2 Severance

In the event that any provision of this Lease is deemed to be invalid or unenforceable, it is understood between the Parties that such provision shall, whenever possible, be interpreted, construed, limited or it necessary severed to the extent necessary to eliminate such invalidity or unenforceability. All the remaining provisions of the Lease shall remain valid and continue to bind the parties.

If required, the parties agree to negotiate in good faith a valid enforceable substitute provision which most nearly reflects the parties' original intent in entering into the Lease or to provide an equitable adjustment in the event so much provision can be added.

8.3 Headings and Captions

The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Lease nor any of the provisions hereof.

8.4 Effect of Lease

This Lease and everything herein contained shall operate to the benefit of any and by binding upon the respective successors, assigns and other legal representatives, as the case may be, of each of the parties hereto subject to the granting of consent by the Landlord as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.

8.5 Governing Law

This Lease shall be governed by and construed in accordance with the laws of Ontario.

8.6 Time of the Essence

Time shall be of the essence hereof.

REST OF PAGE INTENTIONALLY BLANK

8.7 Freedom of Information

The Tenant acknowledges, agrees and consents that the Landlord may release the terms of the within Lease and any information contained herein, if required to do so by law or ordered by a Court or Tribunal of competent jurisdiction and further that the Landlord is subject to the *Municipal Freedom of Information and Protection of Privacy Act*.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

SIGNED, SEALED & DELIVERED

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Per: _____
~~RACHEL TYCZINSKI~~ MADISON ZUPPA
~~City Clerk~~ Deputy City Clerk

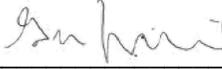
Per: _____
MATTHEW SHOEMAKER
Mayor

We have authority to bind the corporation.

SAULT AREA HOSPITAL

Per: _____

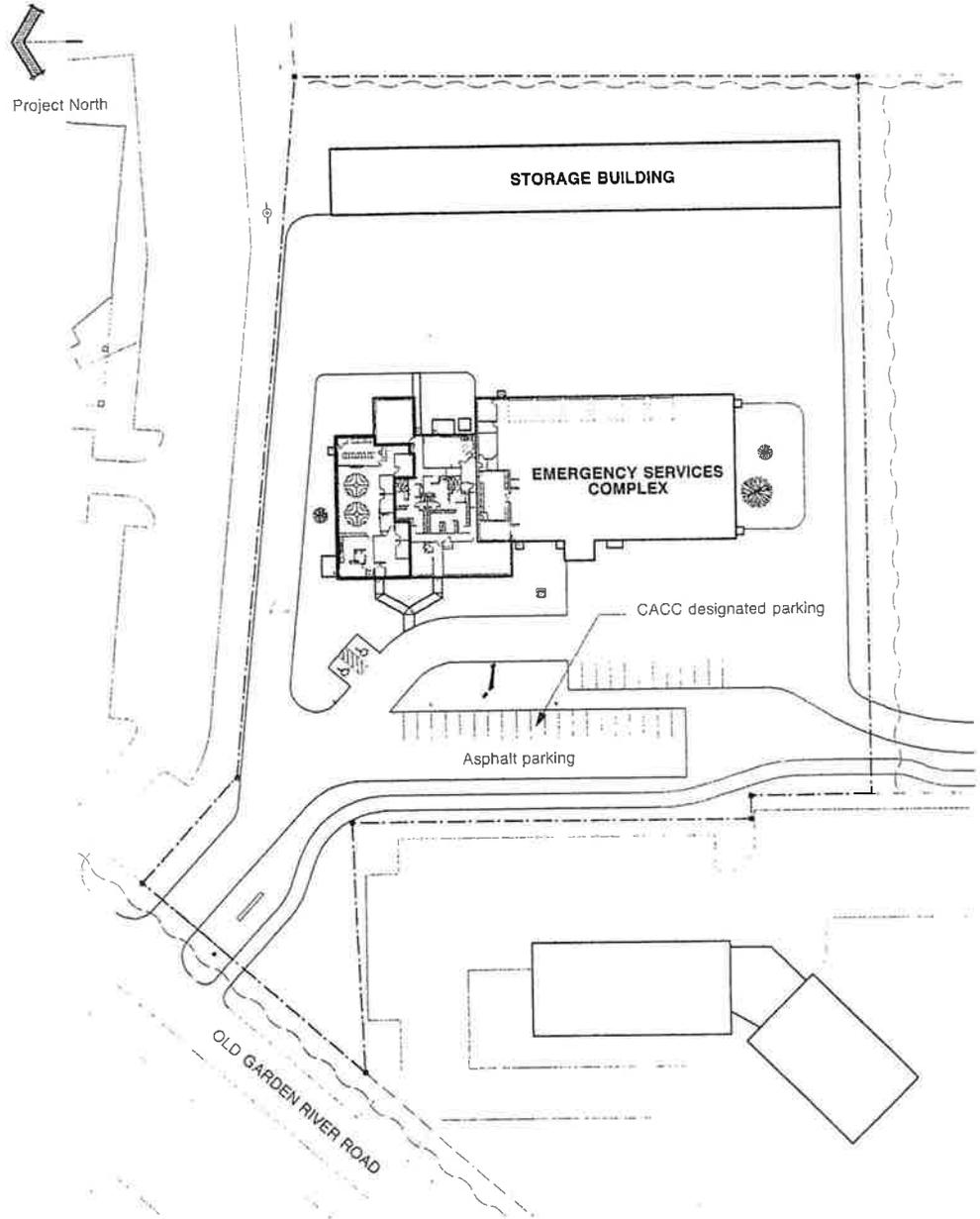

Name: Ila Watson
Title: President and Chief Executive Officer

Per: _____


Name: Greg Zambusi
Title: Vice President Operational
Sustainment & Chief Financial Officer

We have authority to bind the organization.

SCHEDULE A TO THE LEASE BETWEEN THE CORPORATION OF
THE CITY OF SAULT STE. MARIE AND THE SAULT AREA HOSPITAL



Emergency Services Complex
65 Old Garden River Road
Sault Ste. Marie, Ontario
File Number 02024
07-11-15 Scale: 1:1000

 **Caughill**
538C Fourth Line East Sault Ste. Marie, Ontario
PBA 5KB 705-949-1728

The Corporation Of The City Of Sault Ste. Marie

BY-LAW NUMBER 2023-61

A BY-LAW OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE TO AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE PRINCIPAL AMOUNT OF \$14,500,000.00 TOWARDS THE COST OF THE TWIN PAD ARENA PROJECT W J MCMEEKEN CENTRE REPLACEMENT

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation Of The City Of Sault Ste. Marie (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law authorizing the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), and authorizing the entering into of a Financing Agreement dated effective as of April 16, 2021 for the provision of temporary and long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and the Municipality entered into a Financing Agreement dated effective as of April 16, 2021 for the provision of long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and desires to issue debentures for the Capital Work(s) in the amount(s) specified in column (5) of Schedule “A”;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Ontario Land Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long-term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the "**Application**") and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement (if any), it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the principal amount of \$14,500,000.00 dated May 15, 2023 and maturing on May 15, 2038, and payable in semi-annual instalments of combined principal and interest on the fifteenth day of November and on the fifteenth day of May in each of the years 2023 to 2038, both inclusive, commencing on November 15, 2023, on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation Of The City Of Sault Ste. Marie ENACTS AS FOLLOWS:

1. The submitting of the Application and the execution and delivery of the Financing Agreement by the Municipality are hereby confirmed, ratified and approved. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$14,500,000.00 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$14,500,000.00 (the "**Debentures**"). The Debentures shall bear the Municipality's municipal seal and the signatures of the Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the principal amount of \$14,500,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality,

amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. The Debentures shall all be dated May 15, 2023, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 4.36% per annum and mature during a period of 15 year(s) from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by May 15, 2038 and be payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of November and on the fifteenth day of May in each of the years 2023 to 2038, both inclusive, commencing on November 15, 2023, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of equal semi-annual instalments of combined principal and interest becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder in accordance with the provisions of the Financing Agreement.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally

do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.

19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 1st day of May, 2023

By-law read a third time and finally passed this 1st day of May, 2023

Matthew Shoemaker
Mayor

~~Rachel Tyczinski~~
~~Clerk~~

Deputy City Clerk - Madison Zuppa

The Corporation Of The City Of Sault Ste. Marie

Schedule "A" to By-law Number 2023-61

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2021-5	Twin Pad Arena Project W J McMeeken Centre Replacement	\$14,500,000.00	\$0.00	\$14,500,000.00	15 years

The Corporation Of The City Of Sault Ste. Marie

Schedule "B" to By-law Number 2023-61

No. 2023-61

\$14,500,000.00

C A N A D A
Province of Ontario
The Corporation Of The City Of Sault Ste. Marie

FULLY REGISTERED 4.36% AMORTIZING DEBENTURE

The Corporation Of The City Of Sault Ste. Marie (the "**Municipality**"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("**OILC**")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "**Conditions**"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (May 15, 2038), the principal amount of

FOURTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS

----- (\$14,500,000.00)-----

by equal semi-annual instalments of combined principal and interest on the fifteenth day of November and on the fifteenth day of May in each of the years 2023 to 2038, both inclusive, commencing on November 15, 2023, and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the "**Amortization Schedule**") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (May 15, 2023), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.36% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "**OILC Act, 2011**") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness

under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation Of The City Of Sault Ste. Marie as at the 15th day of May, 2023

IN TESTIMONY WHEREOF and under the authority of By-law Number 2023-61 of the Municipality duly passed on the 1st day of May, 2023 (the "**By-law**"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: May 15, 2023

Matthew Shoemaker, Mayor

(Seal) _____

Shelley Schell, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$14,500,000.00 dated May 15, 2023 and maturing on May 15, 2038 payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of November and on the fifteenth day of May in each of the years 2023 to 2038, both inclusive, commencing on November 15, 2023, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

May 15, 2023

O'Neill DeLorenzi Nanne [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the payment dates commencing on November 15, 2023 and ending on May 15, 2038 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement or rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) "**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) "**Make-Whole Amount**" means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) "**Ontario Yield**" means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Schedule "C" to By-law Number 2023-61

[OILC Repayment Schedule to be Inserted]

Schedule "C"

LOAN AMORTIZATION SCHEDULE

Name.....: The Corporation Of The City Of Sault Ste. Marie
 Principal: \$14,500,000.00
 Rate.....: 4.36%
 Term.....: 15 yrs
 Matures..: 05/15/2038

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	11/15/2023	663,557.37	347,457.37	316,100.00	14,152,542.63
2	05/15/2024	663,557.37	355,031.94	308,525.43	13,797,510.69
3	11/15/2024	663,557.37	362,771.64	300,785.73	13,434,739.05
4	05/15/2025	663,557.37	370,680.06	292,877.31	13,064,058.99
5	11/15/2025	663,557.37	378,760.88	284,796.49	12,685,298.11
6	05/15/2026	663,557.37	387,017.87	276,539.50	12,298,280.24
7	11/15/2026	663,557.37	395,454.86	268,102.51	11,902,825.38
8	05/15/2027	663,557.37	404,075.78	259,481.59	11,498,749.60
9	11/15/2027	663,557.37	412,884.63	250,672.74	11,085,864.97
10	05/15/2028	663,557.37	421,885.51	241,671.86	10,663,979.46
11	11/15/2028	663,557.37	431,082.62	232,474.75	10,232,896.84
12	05/15/2029	663,557.37	440,480.22	223,077.15	9,792,416.62
13	11/15/2029	663,557.37	450,082.69	213,474.68	9,342,333.93
14	05/15/2030	663,557.37	459,894.49	203,662.88	8,882,439.44
15	11/15/2030	663,557.37	469,920.19	193,637.18	8,412,519.25
16	05/15/2031	663,557.37	480,164.45	183,392.92	7,932,354.80
17	11/15/2031	663,557.37	490,632.04	172,925.33	7,441,722.76
18	05/15/2032	663,557.37	501,327.81	162,229.56	6,940,394.95
19	11/15/2032	663,557.37	512,256.76	151,300.61	6,428,138.19
20	05/15/2033	663,557.37	523,423.96	140,133.41	5,904,714.23
21	11/15/2033	663,557.37	534,834.60	128,722.77	5,369,879.63
22	05/15/2034	663,557.37	546,493.99	117,063.38	4,823,385.64
23	11/15/2034	663,557.37	558,407.56	105,149.81	4,264,978.08
24	05/15/2035	663,557.37	570,580.85	92,976.52	3,694,397.23
25	11/15/2035	663,557.37	583,019.51	80,537.86	3,111,377.72
26	05/15/2036	663,557.37	595,729.34	67,828.03	2,515,648.38
27	11/15/2036	663,557.37	608,716.24	54,841.13	1,906,932.14
28	05/15/2037	663,557.37	621,986.25	41,571.12	1,284,945.89
29	11/15/2037	663,557.37	635,545.55	28,011.82	649,400.34
30	05/15/2038	663,557.27	649,400.34	14,156.93	0.00
		19,906,721.00	14,500,000.00	5,406,721.00	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-62

REGULATIONS: (Firearms and Noise) A by-law to exempt the Ermatinger•Clergue National Historic Site from By-law 2008-168, being a firearms by-law, to prohibit the discharge of firearms in the municipality and from By-law 80-200, being a by-law respecting noises, in the City of Sault Ste. Marie.

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

1. **BY-LAW 2008-168 AMENDED**

Despite the provisions of By-law 2008-168, the Ermatinger•Clergue National Historic Site may be allowed to discharge a firearm from May 2023 to December 2023.

2. **BY-LAW 80-200 AMENDED**

Despite the provisions of By-law 80-200 the noise associated with the Ermatinger•Clergue National Historic Site from May 2023 to December 2023 is deemed not to be in violation of By-law 80-200.

3. **EFFECTIVE DATE**

This by-law is effective on the date of its passing.

PASSED in open Council this 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-63

To Adopt Optional Tools for the Purposes of Administering Limits for the Commercial and Industrial Property Classes.

WHEREAS The Corporation of The City of Sault Ste. Marie (hereinafter referred to as “the Municipality”) may in accordance with s. 329.1 of the *Municipal Act, 2001*, S.O. 2001 c.25, as amended (hereinafter referred to as “the Act”), and *Ontario Regulation 73/03*, as made and amended under the Act, modify the provisions and limits set out in Part IX of the Act, with respect to the calculation of taxes for municipal and education purposes for properties in the Commercial and Industrial Property Classes;

AND WHEREAS this By-Law shall only apply to properties in any of the Commercial and Industrial property classes to which Part IX of the Act applies;

AND WHEREAS for the purposes of this By-Law the Commercial Property Classes shall be considered a single property class and the Industrial Property Classes shall be deemed to be a single property class;

AND WHEREAS “uncapped taxes” means the taxes for municipal and education purposes that would be levied for the taxation year but for the application of Part IX of the Act;

AND WHEREAS “capped taxes” means the taxes for municipal and education purposes that would be levied for the taxation year as a result of the application of Part IX of the Act;

AND WHEREAS Section 8.2 of Ontario Regulation 73/03 as amended provides that a municipality may pass a by-law providing that Part IX of the Municipal Act, 2001 (limitation on taxes for certain property classes), does not apply to any property in the commercial classes, to any property in the industrial classes if, in the previous taxation year in the municipality, the taxes for each property in the commercial classes and industrial classes, as the case may be, were equal to the uncapped taxes for the property for the taxation year, as shown on the final tax bill for the taxation year for the property, and a by-law under this section applies to the taxation year in which it is passed and to subsequent taxation years;

AND WHEREAS the Council may pass a By-Law to apply any one or any combination of the following options:

- a) Set the annual cap of the previous year’s capped taxes at a maximum of 10% of the previous year’s capped taxes; and/or,
- b) Set an upper limit on annual increases at the greater of the amount calculated under (a) and up to 10% of the previous year’s annualized CVA tax; and/or,
- c) Establish a capping adjustment threshold of up to \$500 for increasing properties, decreasing properties or both, whereby no capping adjustments less than the threshold amount would be applied; and/or,

- d) Exempt properties from the capping calculation where the previous year's capped taxes for the property were equal to the uncapped taxes for that year; and/or,
- e) Exempt properties from the capping calculation where the previous year's capped taxes were less than the previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current years CVA taxes, or vice-versa.
- f) Remove classes from the application of Part IX of the Act where all properties within a class were taxed at the uncapped tax level last year.

AND WHEREAS the Council has reviewed the provisions of subsection 329.1 of the Act and the provisions of Ontario Regulation 73/03, and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial and Industrial property classes;

AND WHEREAS Ontario Regulation 73/03, provides that a municipality may pass a by-law, to phase out the application of Part IX of the *Municipal Act, 2001*, providing that the amount of taxes for municipal and education purposes for the previous taxation year under subsection 329 (1) of the Act were equal to or greater than 50 per cent of the uncapped taxes for the property for the taxation year, as shown on the final tax bill for the taxation year for the property;

AND WHEREAS for the 2022 taxation year, the Commercial class had met the requirements of O. Reg 102/16 and the City had begun the process of phasing out applicability of Part IX of the *Municipal Act, 2001* out over four years.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE MARIE HEREBY ENACTS as follows:

1. **THAT** paragraphs 1, 2, and 3, of subsection 329.1 (1) of the Act shall apply to the Commercial and Industrial Property Classes for 2023.
2. **AND THAT**
 - (i) In determining the amount of taxes for municipal and education purposes for 2023 under s. 329(1) of the Act and the amount of the tenant's cap under s. 332(5) of the Act, the greater of the amounts determined under paragraphs a) and b) as set out below shall apply in determining the amount to be added under paragraph 2 of s. 329(1) of the Act, and the increasing amount under paragraph 2 of s. 332(5) of the Act:
 - (a) The percentage set out in s. 329(1)2 of the Act and s. 332(5)2 of the Act shall be ten per cent (10%) for Commercial and Industrial, and
 - (b) The amount of the uncapped taxes for the previous year multiplied by ten per cent (10%) for Commercial and for Industrial;
 - (ii) The amount of the taxes for municipal and education purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and education purposes for the property for the taxation year as determined under s. 329 of the Act, as modified under s. 329.1 of the Act and

this By-Law, by five hundred dollars (\$500.00) or less for Commercial and Industrial.

- (iii) The amount of the taxes for Municipal and education purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the taxes for Municipal and education purposes for the property for the taxation year as determined under s. 330 of the Act, as modified under section s. 329.1 of the Act and this By-Law exceed the uncapped taxes, by five hundred dollars (\$500.00) or less for Commercial and Industrial.
3. **AND THAT** paragraphs 1, 2, and 3, of s. 8.0.2 (2) of *Ontario Regulation 73/03* shall apply to the Commercial and Industrial Property Classes for 2023.
 4. **AND THAT** properties that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of the Act for the 2023 taxation year:
 - (i) The capped taxes for the property in the previous year were equal to its uncapped taxes for that year.
 - (ii) The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied.
 - (iii) The capped taxes for the property in the previous year were higher than the property's uncapped taxes for that year, and the current year's capped taxes would be lower than the current year's uncapped taxes if Part IX were applied.
 5. **AND THAT** the Commercial class be entered into the second year of the phase out of the application of Part IX of the *Municipal Act, 2001*.
 6. **AND THAT** for properties in the Commercial class for which Paragraph 2 of this By-law applies, the capping calculation shall be performed in accordance with O. Reg 102/16 s.8.3(5).
 7. **AND THAT** By-law 2022-75 is hereby repealed.
 8. **AND THAT** this by-law shall be effective as of January 1st, 2023

PASSED in open Council this 1st day of May 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-64

TAXES: A by-law to provide for 2023 final tax billing.

WHEREAS the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, provides that the council of a local municipality, may pass a by-law levying amounts on the assessment of property in the local municipality ratable for local municipality purposes;

AND WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such levy on the assessment of property in this municipality;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law the following words shall be defined as:

“Act” shall mean the *Municipal Act*, 2001 S.O. 2001, C.25, as amended

“Minister” shall mean the Minister of Finance;

“MPAC” shall mean the Municipal Property Assessment Corporation;

“Treasurer” means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer’s powers and duties under s.286(5) of the Act.

2. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.
3. The provisions of this by-law apply in the event that assessment is added for the year 2023 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.
4. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1¼%) of the amount in default on the first day after the due date and the first day of each calendar month during which the default continues, but not after the end of 2023.
5. Following December 31, 2023, interest charges of one and one-quarter percent (1¼%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.
6. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:
 - 6.1 One-half (1/2) thereof on the 5th day of July, 2023.

6.2 One-half (1/2) thereof on the 5th day of September, 2023.

7. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.
8. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the Act.
9. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 4 and 5 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
10. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
11. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.

12. **EFFECTIVE DATE**

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

PASSED in open Council this 1st day of May, 2023.

MAYOR - MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-65

TAXES: A by-law to provide for the adoption of tax ratios.

WHEREAS Section 308 of the *Municipal Act*, 2001, as amended provides that the council of a local municipality shall pass a by-law to establish tax ratios for the 2023 Taxation Year.

Therefore **THE COUNCIL** of The Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act*, as amended **ENACTS** as follows:

1. **SCHEDULE “A”**

Schedule “A” hereto forms part of this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

CITY OF SAULT STE MARIE
2023 TAX RATIOS

Schedule A

Residential	1.000000
Multi-Residential	1.082000
Multi-Residential New Construction	1.082000
Commercial Occupied	2.015884
Commercial New Construction	2.015884
Commercial Excess Land	1.411119
Commercial-Small On-Farm Business	2.015884
Shopping Centres	2.139993
Shopping Centres-New Construction	2.139993
Shopping Centres-Excess Land	1.497995
Office Building	2.802426
Office Building-New Construction	2.802426
Office Building-Excess Land	1.961698
Parking Lots & Commercial Vacant Land	1.490401
Industrial Occupied	4.335648
Industrial-New Construction	4.335648
Industrial-Excess Land	2.818171
Industrial-Vacant Land	2.818171
Industrial-Small On-Farm Business	4.335648
Large Industrial	7.700229
Large Industrial-Excess Land	5.005149
Landfills	1.884024
Pipelines	2.093910
Farmland	0.250000
Managed Forests	0.250000

THE CORPORATION OF THE CITY OF SAULT STE MARIE

TAX RATE (LEVY) BY-LAW FOR 2023

BY-LAW 2023-66

TAXES: A by-law to provide for the adoption of property tax rates for 2023.

WHEREAS Section 312 of the *Municipal Act, 2001* provides that the Council of a local municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class, and;

WHEREAS Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios, and;

WHEREAS the 2023 municipal tax levy for all purposes including debenture principal and interest payments has been set at \$134,304,141 comprised of \$128,951,069 for the overall (rural) area and an additional \$5,353,072 for the urban area only including debenture principal and interest payments specific to the special area;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie hereby **ENACTS** the tax rates for municipal purposes as set out in Schedule “A” hereto annexed, and forming part of this by-law.

1. **SCHEDULE “A”**

Schedule “A” hereto forms part of this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

URBAN AREA

Property Class	RTC/RTQ	Municipal
Residential	RT/RH	0.01567655
Multi-Residential-New Construction	MT/NT	0.01696203
Commercial Occupied-New Construction	CT/CH/XT/XH	0.03096253
Commercial-New Construction-Excess Land	CU/XU	0.02167378
Commercial-Vacant Land-Parking Lots	CX/GT	0.02289149
General Rate Only (International Bridge Plaza)	CM	0.03096253
Shopping Centres Occupied-New Construction	ST/ZT	0.03286876
Shopping Centres-Excess Land	SU	0.02300813
Office Buildings Occupied-New Construction	DT/YH	0.04304326
Office Building-Excess Land	DU	0.03013028
Industrial Occupied-New Construction	IT/IH/JT	0.06659246
Industrial-New Construction-Excess Land-Vacant Land	JU/IU/IX/IJ	0.04328509
Large Industrial-Occupied	LT	0.11827001
Large Industrial-Excess Land	LU	0.07687551
Landfills	HT	0.02953499
Pipeline	PT	0.03282529
Farm-Managed Forests	FT/TT	0.00391914

RURAL AREA

Property Class	RTC/RTQ	Municipal
Residential	RT/RH	0.01498196
Multi-Residential-New Construction	MT/NT	0.01621048
Commercial Occupied-New Construction	CT/CH/XT/XH	0.02956232
Commercial-New Construction-Excess Land	CU/XU	0.02069363
Commercial-Vacant Land-Parking Lots	CX/GT	0.02185627
Shopping Centres Occupied-New Construction	ST/ZT	0.03138234
Shopping Centres-Excess Land	SU	0.02196764
Office Buildings Occupied-New Construction	DT/YH	0.04109672
Office Building-Excess Land	DU	0.02876770
Industrial Occupied-New Construction	IT/IH/JT	0.06358096
Industrial-New Construction-Excess Land-Vacant Land	JU/IU/IX/IJ	0.04132762
Large Industrial-Occupied	LT	0.11292151
Large Industrial-Excess Land	LU	0.07339898
Landfills	HT	0.02822637
Pipeline	PT	0.03137088
Farm-Managed Forests	FT/TT	0.00374549

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-67

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Bank of Nova Scotia (Scotiabank) to provide the services as required by the Finance Accounting Division for an initial five (5) year term, with option to extend for a second five (5) year term upon mutual consent through Service Level Agreement.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated May 1, 2023 between the City and The Bank of Nova Scotia (Scotiabank), a copy of which is attached as Schedule "A" hereto. This Agreement is to provide the services as required by the Finance Accounting Division for an initial five (5) year term, with option to extend for a second five (5) year term upon mutual consent through Service Level Agreement.

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 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-67 The Bank of Nova Scotia (Scotiabank) Banking Services.docx

Scotiabank Financial Services Agreement (Canada)



TABLE OF CONTENTS

1. Your Agreement with Us3

2. The Services and Service Materials.....3

3. Your Instructions and Authorizations3

4. Your Payment Obligations4

5. Cancellation of Payment Instructions4

6. Debits (including Chargeback and Set-Off)5

7. Foreign Currency.....5

8. Overdrafts5

9. Verifying Your Accounts5

10. Security Procedures.....5

11. Electronic Communications and Electronic Signatures..... 6

12. Our Service Obligations7

13. Fees and Charges.....7

14. Holds, Changes, Suspensions and Termination7

15. Inactive Accounts.....8

16. Limits of our Liability8

17. Indemnity8

18. Notices 9

19. No Assignment 9

20. Collection, Use, Disclosure and Retention of Information..... 9

21. Your Representations and Warranties 10

22. Compliance Action – Sanctions..... 10

23. Tax Status..... 10

24. Intellectual Property 11

25. Other General Terms..... 11

26. Appendix A - Definitions..... 11

1. Your Agreement with Us

1.1 You acknowledge that this Agreement is entered into between you and us for valuable consideration and sets out the terms under which we will operate your accounts, carry out your instructions, and provide certain financial products and services to you.

1.2 “**You**”, “**your**” and “**Customer**” mean the customer who signs or otherwise agrees to be bound by this Agreement. “**We**”, “**our**”, “**us**”, the “**Bank**” and “**Scotiabank**” means The Bank of Nova Scotia. Please refer to Appendix A for other definitions used in this Agreement

1.3 When you sign the Scotiabank Financial Services Agreement Signature Form, you are bound by the terms and conditions of this Agreement in relation to all of your accounts with us and each instruction (including Payment Instructions) given on the account(s). When you sign any Service Agreement, you are bound by the terms and conditions of this Agreement in relation to the account(s) and service(s) described in the Service Agreement, including each instruction given on the account(s) or service(s). Each such account and service subject to the terms and conditions of this Agreement is a “Service”. This Agreement supersedes and replaces any previous Scotiabank Financial Services Agreement between you and us relating to the Services.

1.4 In the event of conflict or inconsistency between any provision of this Agreement and the corresponding provision in any Service Agreement or Service Materials, the applicable provision in this Agreement will always govern and prevail, unless the relevant Service Agreement or Service Material expressly states otherwise.

1.5 If you are a partnership, joint venture or other type of organization that is not incorporated, each individual or entity which is a member (but not the limited partners of a limited partnership) is responsible for all of your obligations, indebtedness and liability to us under this Agreement and each Service Agreement, even if the partnership, joint venture or other organization is dissolved or terminated or the membership or partners or constituting documents change. If you consist of more than one Person, each Person will be jointly and severally responsible for your obligations, indebtedness and liability to us.

2. The Services and Service Materials

2.1 Our agreement to provide any particular Service will be given by notice to you or signified by our starting to provide the requested Service.

2.2 You must: (i) promptly give us any information we reasonably request from you from time to time in connection with any Service or Service Agreement and (ii) immediately notify us of any changes to the information and documentation you give to us.

2.3 You agree not to use any of our Services or give any instructions for any unlawful or improper purpose, or otherwise in violation of applicable laws and rules, including Sanctions. You agree to perform your obligations under this Agreement and each Service Agreement in accordance with applicable laws and rules.

2.4 Except as contemplated in Section 2.5 below, you agree to

make your own arrangements to provide the equipment and software you need to meet your desired levels of service, security and reliability. All equipment and software must meet our requirements and specifications for the Service we are providing. All purchase, installation and maintenance costs will be at your expense.

2.5 You agree to follow or use, as applicable, the most current procedures, forms, user guides, software, equipment and other information and materials, whether in written or electronic form (collectively, the “Service Materials”) that we provide or make available to you for any Service. The following additional terms apply to the Service Materials:

- (a) You will have a non-exclusive license to use the Service Materials solely for the Service(s) for which they are provided. You are not entitled to assign this license and the license for each Service Material will end immediately upon the termination of our provision of the relevant Service(s). You do not acquire any ownership or copyright interests or rights in the Service Materials.
- (b) You will not disassemble or reverse engineer any software comprising any part of the Service Materials. You will not copy, remove, modify, transfer, adapt or translate the Service Materials without our consent.
- (c) You will treat as confidential any software and written material forming part of the Service Materials and will not disclose them to any third party. This obligation will not apply to information that is in the public domain or that you can obtain from a third party without a breach of any obligation by that third party to us.

2.6 Except as expressly stated in this Agreement, each Service Agreement, and any related Service Materials, no representations, warranties and conditions of any kind, whether express, implied or statutory, are made by the Bank with respect to the Services. We expressly disclaim implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services will operate error-free or without interruption or Disabling Codes.

2.7 You confirm that all credits to your account(s) are and will be beneficially owned by you and that the Services will not be used to conduct business on behalf of any Person other than the Customer (except as specified in a Service Agreement or as otherwise agreed in writing by the Bank).

2.8 Unless agreed by the Bank in a Service Agreement or otherwise in writing, amounts standing to the credit of any of your accounts will not bear interest payable to you.

3. Your Instructions and Authorizations

3.1 You authorize us to act on any instruction (including Payment Instructions) received from you or in your name, or on your behalf, or using your Authentication ID with respect to any Service or this Agreement, even if it differs in any way from any previous instruction sent to us, and to rely on such instruction as being valid, correct, authorized by, and binding on you.

3.2 We may at any time without prior notice refuse to act upon

any instructions (including Payment Instructions) if: (i) to do so would cause you to exceed any daily processing limits or other restrictions to the applicable Service, (ii) there are not sufficient Cleared Funds in your account(s), (iii) the instructions are incomplete or inconsistent, illegible or do not comply with the rules of any applicable Clearing and Payment System or any other reasonable requirements for completion we specify to you, (iv) to do so may contravene a court order, garnishment, trust provision, or cause us to fail to comply with any laws and rules, or (v) otherwise for any proper or lawful reason.

3.3 You authorize us to record any telephone or other verbal communication, and that such recording may be used as conclusive evidence of the content of that communication in any legal proceeding.

3.4 We may, but are not obligated to, act on any oral instructions or any instruction (including Payment Instructions) that contains insufficient, inconsistent or incorrect information, does not comply with all requirements of the applicable Clearing and Payment System, or is otherwise not properly given.

3.5 You acknowledge and agree that, subject to Section 3.4 above, if the words and numbers of a Payment Instruction differ, the words shall prevail and be deemed to be correct. If there is a discrepancy between any Payment Instruction and the written confirmation of it or any such instruction is otherwise ambiguous, such instruction as we understood it will be taken as correct.

3.6 You must: (i) ensure that all your instructions to us meet our requirements with regard to form (and formatting requirements), signatures, verification and authorization, and (ii) give us specific authorization or additional information if reasonably required by us.

3.7 We are authorized to rely on any signature appearing on an instruction that is, or purports to be, a signature of the Customer or any Representative of the Customer, including any signature affixed by mechanical, electronic, or other non-manual means, as being valid, authorized by, and binding on, the Customer.

3.8 You shall be solely responsible for all instructions from, and actions of, your Representatives in relation to each Service.

4. Your Payment Obligations

4.1 You are responsible for settling payment of your Payment Instructions. Unless you have made specific arrangements with us, you will ensure that your accounts have sufficient Cleared Funds to settle any Payment Instructions at the time that you give us the instruction. The reported balances for your account may include amounts which are not Cleared Funds.

4.2 We may process your Payment Instructions and any charges to your accounts in any order we determine for efficient processing and that complies with applicable laws and rules. Where more than one Payment Instruction is presented for payment on your account, the order of processing may affect whether any such Payment Instruction is honoured if there are insufficient Cleared Funds in the account.

4.3 You acknowledge that we must clear Payment Instructions using one or more Clearing and Payment Systems and are bound

by the rules of any Clearing and Payment Systems we use. These rules affect our ability to honour your request to Cancel Payment Instructions or stop payment on any such instructions and the procedures we must follow to settle your Payment Instructions and clear funds for you. You acknowledge and agree that these rules shall in no way whatsoever operate or be construed to impair or limit any rights and remedies we have against you.

4.4 We reserve the right to clear and transfer Payment Instructions through any financial institution, Clearing and Payment System, or other Person, and in any manner, we deem appropriate, whether they are drawn on your account or negotiated by you. You agree to grant us sufficient time to settle all instructions and acknowledge that we may, in our discretion, delay crediting your account or place a hold on any credit to your account until we receive the Cleared Funds for the Payment Instruction.

4.5 If we cannot charge a payment, chargeback, fee or expense to your account(s) with us because of insufficient funds or for any other reason, or if we ask you to, you must immediately pay us any amounts you are required to pay under this Agreement or any Service Agreement, plus interest at the overdraft rate published in the Schedule of Rates or such other rate as may be agreed from time to time between you and us. Interest will be calculated on a daily basis and will be payable monthly or as we may otherwise require.

4.6 We may, but are not required to, confirm or obtain endorsements for Instruments. If a Service we provide involves accepting and processing unendorsed third party cheques, we may do so. You will reimburse us for any amount we cannot collect as a result of a problem in clearing an unendorsed third party cheque.

4.7 You waive presentment, notice of dishonour, protest, and notice of protest of any Instrument. You will be liable to us on any Instrument as if it had been duly presented, protested and notice of dishonour and protest had been given as provided by applicable laws and rules.

5. Cancellation of Payment Instructions

5.1 We may treat all Payment Instructions as final when given to us.

5.2 You may not reverse, change, recall, stop or cancel (collectively called "Cancel") any Payment Instruction without our consent. We will use commercially reasonable efforts to comply with your cancellation instructions, but you acknowledge that: (i) we must follow the rules of all applicable Clearing and Payment Systems and

5.3 (ii) we will have no obligation to hold the affected funds or return the funds to you unless we are able to have the Payment Instruction cancelled and Cleared Funds are returned to us.

5.4 Each cancellation instruction must follow the procedures and forms set out in the Service Materials, or such other procedures or forms we may provide to you from time to time for this purpose, and must be received by us before final settlement.

5.5 You are responsible for any cost of a cancellation at the rates set out in the Schedule of Rates or such other rates as we may agree

with you from time to time.

6. Debits (including Chargeback and Set-Off)

6.1 You irrevocably authorize us to charge and debit the following to, and against, any of your accounts with us:

- (a) the amount you ask us to pay in any Payment Instruction;
- (b) the amount of any Payment Instruction we have paid to you or credited to any of your accounts that is dishonored, rejected, returned or reversed (or otherwise not paid) in whole or in part for any reason (including fraud, loss or endorsement error) together with all related costs;
- (c) the amount of any counterfeit or otherwise invalid currency deposited or transferred to any of your accounts;
- (d) payment of any amount you owe us, including fees, charges, costs, expenses, and taxes; and
- (e) the amount of any deposit credited to any of your accounts in error or otherwise improperly.

6.2 We may at any time and from time to time, without notice to you, set-off and apply any credit balance you may have in any of your accounts with us or any other obligation of any kind that we or any of our affiliates may have to you (whether or not presently due), against any indebtedness, liability or obligation of any kind that you may have to us or to any of our affiliates (whether or not presently due) and you hereby irrevocably authorize us to do so. This right is in addition to any other rights that we may have with respect to set-off or combining accounts.

7. Foreign Currency

7.1 We may, in our discretion, accept payments or permit Payment Instructions to be given on your account in a currency other than the currency of the applicable account, but upon doing so, we may convert the incoming currency to the currency of the applicable account and in that regard, we may sell to you or purchase from you the amount of the other currency required to settle your instruction. The sale or purchase will be at our customer rate of exchange in effect at the time. Any costs for this exchange will be added to the sale amount payable by you or deducted from the purchase amount otherwise payable to you. We will charge the resulting total sale amount or credit the resulting net purchase amount to your account. We are not responsible for any loss you may incur due to changes in foreign currency exchange rates or funds not being available due to foreign currency restrictions.

8. Overdrafts

8.1 On occasion we may allow, in our discretion, one or more of your accounts with us to be overdrawn even though you do not have an overdraft facility. Interest is calculated daily on the closing overdrawn balance at the overdraft rate published in the Schedule of Rates. In addition, an overdraft handling fee applies for each Payment Instruction or other item which places your account in an overdrawn position and for each additional item that is paid while the account is overdrawn (normal transaction fees still apply). The overdraft handling fee is also published in the Schedule of Rates. Each such overdraft, together with accrued interest and related

fees, will be immediately due and payable in full.

9. Verifying Your Accounts

9.1 We will provide you with periodic statements of your accounts in printed or electronic form.

9.2 You must review each statement carefully to check and verify all entries have been properly recorded. If you believe there are any errors, omissions or other discrepancies of any kind whatsoever, whether or not arising from unlawful or improper actions, you must tell us in writing within 30 days of the statement date. Except for errors, omissions and discrepancies that you identify to us in writing within that 30 day period (but in that case, subject to Section 16 of this Agreement), and except for amounts mistakenly or improperly credited to your account (which we may correct at any time), after that 30 day period it will be conclusively settled that:

- (a) all entries and the balance shown in your statement is correct;
- (b) all instructions affecting your account are authentic, duly authorized, properly issued and otherwise valid;
- (c) all amounts charged to your accounts are properly charged to you, including all interest and service charges, whether or not the statement discloses how interest and charges are calculated;
- (d) you are not entitled to be credited with any amount not shown on your statement; and
- (e) the use of any Service shown is correct.

9.3 After that 30 day period: (i) you cannot claim, for any purpose, that any entry on your statement is incorrect and will have no claim against us for reimbursement relating to an entry, even if the instruction charged to your account was forged, unauthorized or fraudulent or was improperly charged for any other reason whatsoever, and (ii) we will be released from any claim whatsoever relating to your statement, including whether for negligence, breach of contract, or otherwise.

9.4 We will tell you in the Service Materials or by way of written or electronic notice if the nature of any Service requires more frequent statements, exchange of information, reports or verification than described generally for the account. The account verification conditions described above will apply regardless of the reporting frequency.

9.5 We will mail your statements of account to your latest address on our records or make them available for pick-up at the branch or electronically, as may be agreed in writing from time to time. You will notify us promptly, in writing, of any change of your address. If you do not receive a statement, or pick it up where this has been agreed, within 10 days after the end of the statement period, you must let us know within 15 days after the end of the statement period. If you do not let us know, you will be deemed to have received the statement 5 days after the end of the statement period, for all purposes, including the 30 day period to review the statement and advise us of any error.

10. Security Procedures

10.1 You agree to comply with all security procedures we communicate to you from time to time in relation to the Services, including those in this Agreement, each Service Agreement, and the Service Materials.

10.2 You agree to keep any tokens, keys, access codes, security devices, digital certificates, passwords, PIN, and verification procedures created or issued in relation to the Services (collectively, your "Authentication ID") safe and confidential, and change them at least as often as specified in the security procedure.

10.3 We may, at our option, with no obligation to do so, establish and use procedures as we deem appropriate to verify the source and authenticity of instructions given to us, including contacting any of your authorized signatories, before acting on it.

10.4 You must immediately inform the Bank of any actual or suspected unauthorized use of any Service and if any of your Authentication ID becomes known to any third person who is not authorized to possess and use such Authentication ID, and you must promptly report to the Bank any other errors or irregularities in any Service. You agree to provide us with all information necessary for us to investigate any actual or suspected unauthorized use, error or irregularity in relation to any Service, including any documentation or testimony we may reasonably request.

10.5 You agree to maintain security systems, procedures and controls to effectively prevent and detect:

- theft of funds and Instruments;
- forged, fraudulent and unauthorized instructions (including Payment Instructions); and
- losses due to fraud, forgery, unauthorized access to any Service or other improper or unlawful actions (including unauthorized access to your Authentication IDs and equipment used in giving instructions).

Without limiting your agreement immediately above, you will:

- ensure that all Instruments are numbered sequentially;
- ensure that all Instruments are secured in the same way as large amounts of cash;
- ensure that cheque imprinters, facsimile signature devices, other equipment, and Authentication ID that might be used in giving instructions are effectively secured when not in authorized use;
- ensure that access to Authentication ID and related procedures required for giving instructions is limited to those who need access for their authorized duties on your behalf with us;
- conduct periodic audits of your systems, procedures and controls, and notify us promptly of all deficiencies and/or failures detected or identified as a result;
- ensure that those Persons responsible for reviewing the statements we provide you are not the same Persons responsible for preparation or security of Instruments, instructions and related matters; and

- diligently supervise and monitor the conduct and activities of all employees and other persons having any role in the preparation of instructions (including Payment Instructions), security relating to banking functions or other matters relating to your accounts.

10.6 The Customer is responsible for advising all applicable Persons of the delivery methods which may be used in connection with the Services. The Customer agrees with and assumes full responsibility for the risks associated with the communication methods used in connection with the Services, including the risks that the use of mail, courier, or unencrypted electronic communications (including fax and email): (i) may not be secure, private and confidential, (ii) may not be reliable and may not be received by the intended recipient promptly or at all, and (iii) may be subject to interception, loss and alteration.

11. Electronic Communications and Electronic Signatures

11.1 You authorize us to accept electronic communications and electronic signatures from you or on your behalf, and consent to receiving electronic communications from us, in relation to this Agreement, any Service Agreement, and the Services.

11.2 You agree that all electronic communications shall have the same legal effect as if in paper format with handwritten signatures and will constitute a "writing" for the purposes of all applicable laws and rules.

11.3 You acknowledge that (i) the form, format and delivery of each electronic communication will permit you to retain, store and subsequently access and retrieve such electronic communication without the requirement of any specialized or proprietary equipment or software from us and (ii) it is your responsibility to acquire and maintain the necessary computer equipment and software to deliver, receive, store, retain and subsequently access each electronic communication. You acknowledge that we may, but are not obligated to, store and maintain, and may delete, at our discretion, any electronic communication.

11.4 Our methods of storing, maintaining and retrieving any electronic communication, including any electronic signatures associated with such electronic communication, and our data systems, maintain the integrity of the electronic communication. You agree that electronic communications maintained by us will be admissible in any legal or other proceedings as conclusive evidence as to the contents of those electronic communications in the same manner as an original paper document. To the fullest extent permitted by applicable laws and rules, you waive any defence, or waiver of liability, based on the absence of a written document in paper format, with handwritten signatures.

11.5 At our discretion, we may require: (i) electronic communications be delivered using technology acceptable to the Bank including the use of a secure electronic signature, and (ii) any electronic communication from you or on your behalf to be delivered to us in paper format or with handwritten signatures. If we require that you acknowledge your agreement by clicking the

appropriate button, you will follow any instructions that we provide to indicate your agreement (which may include typing your name and/or clicking "I Agree" or similar button).

11.6 When your handwritten or electronic signature is delivered by facsimile, email or other electronic or digital transmission, such transmission shall constitute delivery of an executed copy of the document. If you use an electronic signature to indicate your agreement, you shall ensure that your electronic signature is attached to or associated with the relevant electronic communication.

11.7 In accordance with our internal documents retention policies as amended and replaced from time to time, we may retain a copy (in any form, including photocopy, electronic image, and CD-ROM) of any and all documents in respect of your Services, instead of any original paper copies. You agree that our records containing such copies will be considered to be conclusive evidence of the original documents and their contents for all purposes.

12. Our Service Obligations

12.1 Subject to Section 14, we are under no obligation to provide you with any Service. Each Service will be provided in our sole discretion.

12.2 You authorize us to retain the services of any financial institution, Clearing and Payment Services provider, delivery service, communications provider, or other third party service provider as we consider necessary or desirable in connection with the Services.

12.3 You acknowledge that our provision of each Service will be subject to applicable laws and rules and agree that we may comply with: (i) any lawful demand from a governmental or regulatory authority, Clearing and Payment System, or to the extent applicable to the provision of any Service to you, any other Person and (ii) any garnishment, attachment, levy, administrative order, subpoena, summons, or other legal or administrative process.

13. Fees and Charges

13.1 You agree to pay the fees, charges and interest promptly when due, as set out in the Schedule of Rates or any other agreed fee arrangement, any Service Agreement, and each statement relating to your accounts. You also agree to pay all taxes we must collect on the Services we provide to you. If any Service to you is cancelled in the first 15 days of a month, you will be charged, and you agree to pay, a prorated fee for that month equal to 50% of the average monthly billed amount for such Service over the prior 3 month period. If any Service to you is cancelled after the 15th day of a month, you will be charged and you agree to pay a monthly fee for that month equal to 100% of the average monthly billed amount for such Service over the prior 3 month period.

13.2 We may change any of our fees, charges or interest rates. If we do, we will give you notice at least 30 days before they go into effect.

13.3 We will advise you of fees, charges, interest and other amounts we deduct from your accounts.

13.4 You agree to pay us for any out-of-pocket or other expenses we incur at your request or in the course of providing a Service to you. These expenses include communication charges, transmission

charges, and transportation or delivery charges incurred by us.

13.5 If the fees and charges you pay are based on your agreement to maintain a specified level of transaction volumes or deposits, you agree that:

- (a) we reserve the right to revise the fees and charges if actual transaction volumes during any 12 month period differ by more than 15% from the specified levels;
- (b) we reserve the right to revise the fees and charges if actual average deposit balances during any 12 month period (beginning 3 months after the contract starting date) differ by more than 15% from the specified levels; or
- (c) if you cancel the applicable Service under this arrangement before the first anniversary of the Service Agreement, we reserve the right to collect the full amount of fees and charges that you would have been expected to pay over the full 12 month period.

13.6 If we pay you interest on your deposit balances based on your agreement to maintain a specified level of transaction volumes or deposits, you agree that we reserve the right to revise the interest arrangement if:

- (a) actual transaction volumes during any 12 month period differ by more than 15% from the specified levels, or
- (b) actual average deposit balances during any 12 month period (beginning 3 months after the contract starting date) differ by more than 15% from the specified levels.

14. Holds, Changes, Suspensions and Termination

14.1 We have the right to make additions, deletions or other changes to any Service and to amend or replace any Service Materials. We will give you notice at least 30 days before making any such changes that materially alters the nature of a Service. Your continued use of the relevant Service after the effective date of the change is an acknowledgement by you that you agree to and accept such change.

14.2 We will give you at least 30 days' prior notice of any amendment we make to the terms of any Service Agreement or this Agreement. Your continued use any Service after the effective date of such amendment, you will be deemed to have accepted the amendment.

14.3 This Agreement and any Service Agreement may be terminated by you or us for any reason, upon at least 30 days' prior written notice to the other, subject to our overriding right of termination in Section 14.5. Any notice of termination of this Agreement will be deemed to also constitute written notice of termination of any outstanding Services and Service Agreements.

14.4 Notwithstanding Section 14.3 above, you can cancel a Service on less than 30 days' notice if you notify us within three (3) Banking Days of entering into a Service Agreement (or 14 Banking Days if the Service Agreement is entered into by mail or orally by telephone). If you do notify us of cancellation within the time periods set out above then we will acknowledge receipt of your cancellation notice and advise you of any reimbursement amounts to which you may be entitled. We are not obliged to reimburse you or return amounts

to you in relation to (a) any amounts related to your use of the Service prior to cancellation, and (b) any expense that we have reasonably incurred in providing the Service.

14.5 We may immediately cancel or suspend any or all Services and terminate any Service Agreement and this Agreement (including freezing or placing a hold on any funds in any account) at any time without notice if: (i) required by any laws and rules, (ii) you default on any obligations to us under this or any other agreement to which you and we are parties, and applicable grace periods (if any) in such agreement shall have lapsed, (iii) any representation or warranty made by you to us in this Agreement or any other agreement is or becomes untrue, (iv) you become insolvent or bankrupt, (v) a receiver is appointed over a significant amount of your assets, (vi) we have reason to suspect that you are engaged in any improper or unlawful activity in connection with the Services, or are the victim of fraud or identity theft, (vii) we have notice of a possible claim or interest under any court order, statutory demand, or other governmental legislation, or (viii) we believe that it is necessary to terminate our relationship with you in order to protect our customers or employees from physical harm, harassment or other abuse, or any other circumstance or event which we believe has created or could create reputational risk or harm to the Bank.

14.6 If any Service is cancelled, you will be liable for all instructions (including Payment Instructions and pre authorized payments) issued before it was cancelled and for all payments required to be made by this Agreement and the relevant Service Agreement (if any).

14.7 If any Service is cancelled, you will promptly: (i) delete from your computer hardware any Service Materials for the Service consisting of software and (ii) return to us in good condition any keys, equipment and Service Materials which we have provided to you regarding the Service.

15. Inactive Accounts

15.1 We may elect not to send a statement to you regarding any account if there is no activity other than charges assessed or interest accrued, as applicable, in the account since either the date it was opened or the date of the last statement we have sent you.

15.2 If you have not had any contact with us concerning an account for at least one year, we may elect to designate the account as inactive. Inactive accounts cannot be accessed through any automated banking machine or similar Service. You will need to contact the Scotiabank branch where the account is located to reactivate access to an inactive account. We may charge reasonable service fees to maintain an inactive account. We may close an account if you have not had any contact with us concerning the account and there has been no activity in the account for at least one year, and the balance of the account is nil. We will comply with applicable laws and rules concerning abandoned accounts, which may require us to transfer balances to the federal government.

16. Limits of our Liability

16.1 You acknowledge that our fees for Services may be small in relation to the value of your instructions from time to time and

our willingness to provide the Services is based on the liability limitations contained in this Agreement and the Service Agreements. Without limiting the effect of any greater limitations on our liability provided elsewhere in this Agreement or in any Service Agreement, you agree that Scotiabank's liability for any Loss you suffer or incur in connection with the provision of any Service, or refusal to provide any Service, shall be limited exclusively to actual proven damages arising directly from Scotiabank's gross negligence or wilful misconduct. Under no circumstances will Scotiabank be liable for any indirect, consequential, incidental, special, punitive, aggravated, or exemplary Losses (including loss of data, lost profit, and opportunity costs), anticipated or actual, and whether or not the likelihood of such Loss was or ought to have been known to us at any time during the provision of the relevant Service. Any Loss for which we may be liable to you will be calculated from the time we should have made the funds available to you until the time we did make them available, or until you should have reasonably have discovered their loss, whichever is earlier.

16.2 Notwithstanding the foregoing, Scotiabank will not be liable for, and is hereby released from, any Loss resulting (in whole or in part) from:

- (a) the actions of, or failure to act by, you and your Representatives, including your failure to fulfil any of your obligations under this Agreement or any Service Agreement, or to comply with any instruction we may provide to you from time to time in connection with any Service;
- (b) the actions of, or failure to act by, correspondent banks, Clearing and Payment Systems, delivery service, utility or communications provider, or any other Person;
- (c) mistakes, errors, omissions, inaccuracies in or inadequacies of any information furnished to or obtained by Scotiabank in connection with the Services;
- (d) any Instrument or instruction that is forged (in whole or in part), has a material alteration or is otherwise fraudulent or unauthorized;
- (e) any cause beyond our control, including Force Majeure or electrical, computer, mechanical or telecommunications malfunction or failure;
- (f) a breach of any applicable laws and rules by you, or any Compliance Action taken by us, in relation to your use of any Services, including resulting from any instruction by you to us; and
- (g) the transmission of any Disabling Code and any related damage to your or any other Person's computer system.

17. Indemnity

17.1 Except to the extent caused directly from our gross negligence or wilful misconduct, you agree to indemnify and hold Scotiabank harmless from any and all Losses suffered or incurred by Scotiabank arising out of or relating to the Services, including:

- (a) any Compliance Action;

- (b) any Payment Instruction honoured, processed, negotiated, settled, changed, cancelled, reversed or refused;
- (c) your failure to properly provide information or comply with this Agreement or any Service Agreement or any breach of a representation or warranty made by you to us; or
- (d) our compliance with any garnishment, attachment, levy, administrative order, subpoena, summons, or other legal or administrative process.

17.2 Scotiabank will notify you if any claim arises for which you have agreed to indemnify us. We will each cooperate in dealing with the claim, including making available all necessary information, documentation, and witnesses. You agree that any costs (including any legal fees, disbursements, third party costs, or monies paid as a result of judgment or settlement) will be at your expense. You may defend a claim on our behalf subject to the following conditions: (i) you obtain our prior written consent before commencing the defence, (ii) your interests must not conflict with ours, (iii) you will not cause us to be exposed to further possible Loss, and (iv) you will not agree to any settlement of the claim without our prior written consent.

18. Notices

18.1 Except as otherwise provided in this Agreement or any Service Agreement, we may give you any notices by any means of written or electronic communication, or by posting notice in our branches or on our website, and any of those will be adequate delivery of such notice. We will use your last contact information on our records and, except as otherwise provided by laws and rules, you will be deemed to receive such notice five days after mailing, or at the time of delivery of a personal delivery, the sending of an electronic communication, or the posting of the notice in our branches or on our website.

18.2 You designate electronic mail and the internet banking services to which you have subscribed or will subscribe (each a **“Designated Information System”**) as information systems through which we can deliver notices, documents and other information that we are required by applicable laws and rules to provide to you in relation to the Services, including product and service features, rates, fees, and our policies, procedures and practices (**“Regulatory Notices”**). With immediate effect, you consent to receiving Regulatory Notices through the Designated Information System. You may revoke your consent at any time. You are responsible for informing us of any changes to your Designated Information System, including any changes made to your contact information related to the Designated Information System. It may take up to 10 Banking Days for your revocation or notice of change to take effect. Regulatory Notices through a Designated Information System will be retained by us and made available to you for 7 years. You are responsible for printing or downloading a copy of each Regulatory Notice.

18.3 Unless otherwise specified in an applicable Service Agreement, you must deliver any notices or communications

concerning this Agreement or any Service to the branch where your applicable account is located.

19. No Assignment

19.1 You may not assign this Agreement or any Service Agreement without our prior written consent.

19.2 The terms and conditions in this Agreement and each Service Agreement are binding on you and your heirs, executors, administrators and other legal representatives, successors and permitted assigns, as applicable.

20. Collection, Use, Disclosure and Retention of Information

20.1 You authorize us to collect, use, disclose and retain information about you from time to time for any purpose relating to our relationship with you, including:

- to open and operate your account(s) and provide other Services to you;
- to comply with regulatory requirements (including “know your customer” requirements);
- to verify the information you have given from time to time;
- to comply with valid requests for information about you from regulators, government agencies, public bodies, auditors, and other Persons who have a right to issue such requests;
- identifying products and services of our affiliates or subsidiaries that may be of interest to you;
- to prevent or protect against any fraud or illegality, or as otherwise required or permitted by applicable laws and rules;
- to comply with legal process or subpoena;
- in response to credit enquiries from financial institutions or any other Persons with whom you have or propose to have financial or other business dealings;
- to maintain the accuracy and integrity of information held by credit reporting agencies;
- if it is otherwise reasonably necessary to protect our interest under this Agreement or any Service; and
- as otherwise set out in the Scotiabank Privacy Agreement.

You also authorize any Person we may contact in connection with the above purposes to provide us with such information.

20.2 If you have dealings with any of our affiliates or subsidiaries, you authorize us and such affiliates and subsidiaries to (where not prohibited by applicable laws and rules) share information about you in our respective records with each other so that we may each consolidate information about you for use by each of us for any of the purposes described in Sections 20.1.

20.3 You request and authorize us and our affiliates and subsidiaries to each communicate with you directly, including via electronic communications, with information and offers on products or services we or they offer from time to time that may be of interest to you. You may choose not to receive such

communications from us, or our affiliates and subsidiaries, by notifying the branch at which your account with us is maintained or as otherwise instructed in the communication. You will not be refused any Services or other benefits if you withdraw your consent.

20.4 You represent and warrant to us that, to the extent any information we obtain about you from time to time consists of personal information of your employees, officers, directors, authorized signatories or other Representatives, you have obtained the consent of such individuals for the collection, use and disclosure by us and our affiliates and subsidiaries of their personal information for the purposes you have authorized in this Section 20, including their consent to receive communications set out in Section 20.3.

20.5 You may obtain more information about our privacy practices, including how we collect, use and disclose personal information, by contacting the branch at which you maintain an account with us or by reading the Scotiabank Privacy Agreement available at www.Scotiabank.com.

21. Your Representations and Warranties

21.1 You represent and warrant to us on a continuing basis for the term of this Agreement:

- (a) you are duly organized, validly existing and in good standing under the laws of the jurisdiction of your incorporation or organization, are duly qualified to do your business and in good standing in each jurisdiction where qualification is necessary for your business, and you have not commenced any dissolution or reorganization proceedings;
- (b) you have all necessary power and authority and obtained all consents, authorizations, registrations, and approvals required to enter into and perform your obligations this Agreement and each Service Agreement, and this Agreement and each Service Agreement have been duly authorized, executed and delivered by you;
- (c) the execution, delivery and performance by you of this Agreement and each Service Agreement: (i) does not contravene any provision of your constating or other charter documents, by-laws, resolutions of directors or shareholders, or any shareholder agreement (as may be applicable), (ii) does not contravene or violate any laws and rules of your jurisdiction of incorporation or formation (as applicable) or any other legal requirement applicable to you, and (iii) will not constitute, or result in any breach of, or default under, or be in conflict with, any deed, indenture, franchise, licence, judgment, agreement or instrument to which you are a party or by which you are bound;
- (d) all written information and data you have provided to us in connection with this Agreement or in any Service Agreement (as updated from time to time) are true and correct in all material respects and do not omit to state a material fact necessary in order to make the statements

contained in such information and data, taken as a whole, not misleading;

- (e) the Customer and each Person using a Service on the Customer's behalf possess the necessary signing authority and other power and authority to bind the Customer; and
- (f) to the best of your knowledge, neither you nor any of your subsidiaries, directors, officers, employees, agents, or affiliates is a Sanctioned Person nor do you, nor any such other entity or individual, operate, possess, own, charter, or use a vessel that is listed, designated or sanctioned under any Sanctions.

22. Compliance Action – Sanctions

22.1 You acknowledge and agree that:

- (a) we and our affiliates and subsidiaries and third party service providers are required to act in accordance with, and it is our policy to comply with, the laws and rules of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion; and
- (b) we may take any action (a "Compliance Action") that we, in our sole discretion, consider appropriate to act in accordance with Sanctions or other laws and rules. Such Compliance Action may include the interception and investigation of any payment, communication or instruction, or other information; the making of further enquiries as to whether a Person is subject to any Sanctions; and the refusal to process any transaction or instruction that does not conform with Sanctions.

23. Tax Status

Customer represents and certifies that it is a Canadian resident for tax purposes, unless it has advised Scotiabank otherwise in writing. If Customer becomes a non-resident of Canada for Canadian tax purposes, Customer will notify Scotiabank promptly (but in any event within 30 days of becoming a non-resident) and advise of its new country of residence.

23.1 If the Customer is a non-resident of Canada, Customer acknowledges that transactions outside Canada may have tax consequences in Canada. Prior written advice should be obtained for such transactions from qualified tax advisors in Customer's domicile. A copy of such advice may be requested by Scotiabank prior to opening of accounts, permitting a transaction, or anytime thereafter. Scotiabank will withhold taxes only where required to do so by law, otherwise Customer is responsible for any taxation that may be incurred on accounts or transactions.

23.2 Unless the Customer informs Scotiabank otherwise in writing, Customer represents and warrants that it is not a US Person for the purposes of the US Federal income tax and Customer is not acting for, or on behalf of, a US Person. Customer acknowledges that a false statement or misrepresentation of tax status by a US Person could lead to penalties under US law. If Customer is or becomes a US Person, Customer agrees to notify Scotiabank promptly but in any event within 30 days of becoming a US person and file such

additional forms and take all other steps as Scotiabank shall requests, including providing Scotiabank with a completed IRS Form W-9.

23.3 You acknowledge that the information you may have provided regarding your tax jurisdiction and Tax Identification Number (TIN) is true and complete and that you undertake to advise Scotiabank immediately of any change in circumstance that causes the information provided to be incorrect. This information may be reported to the Canada Revenue Agency who may in turn provide the information to the appropriate tax authorities of any additional country in which you have tax filing obligations.

24. Intellectual Property

24.1 Unless otherwise indicated, all trademarks, logos and other intellectual property rights in or relating to the Services are the property Scotiabank. Except as provided in this Agreement or any Service Agreement and related Service Materials, you shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service or Service Material, without our prior written consent.

24.2 Neither party will use the other's name, trademarks or other intellectual property in any advertisement, marketing or other public message without the other party's prior written consent.

25. Other General Terms

25.1 This Agreement and each Service Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

25.2 In this Agreement and each Service Agreement: (i) the words "include", "includes", and "including" will be interpreted to mean "including, without limitation", (ii) headings of particular sections are inserted only for convenience and will not be applicable to the interpretation of the section, (iii) where the context requires, words and phrases written in the singular will be construed to include the plural and vice versa, and (iv) when the laws of the Province of Quebec are applicable, the words "joint and several" shall mean "solidarily".

25.3 If any provisions of this Agreement or any Service Agreement is unlawful or unenforceable for any reason, each such will be without force or effect without invalidating or affecting the validity and enforceability of the remaining provisions of this Agreement or the Service Agreement, as applicable. To the extent permitted by applicable law, each of you and we hereby waive any provision of law that renders any provision in this Agreement or any Service Agreement unenforceable.

25.4 You acknowledge and agree that nothing in this Agreement or any Service Agreement creates any agency, fiduciary, joint venture or partnership relationship between us and you or any other Person. This Agreement and each Service Agreement is only for the benefit of Scotiabank and the Customer, and is not intended to confer any legal rights, benefits, or remedies on any other Person except to the extent otherwise provided in this Agreement or any Service Agreement.

25.5 To the extent that you have or hereafter acquire any immunity (including sovereign, crown or similar immunity) from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), you irrevocably waive and agree not to claim such immunity.

25.6 You agree to do, execute, acknowledge and deliver such acts, deeds and agreements as may be reasonably necessary or desirable to give effect to the terms of this Agreement and each Service Agreement as we may request from time to time.

25.7 We retain all our rights under any law respecting loans, set-off, deposits and banking matters, even if they are not described in this Agreement or any Service Agreement.

25.8 Our rights under this Agreement, each Service Agreement, and applicable law are cumulative, and we can exercise any right without losing any other right. We can delay enforcing any right without losing that right. We can also waive any right on one occasion, or on multiple occasions, without losing our ability to exercise that right in the future.

25.9 Notwithstanding any termination of this Agreement, Sections 13, 14.5, 14.6, 16, 17, 18, 19.2, 20, and 25 (together with the related definitions in Appendix A) shall survive and remain in full force and effect.

25.10 This Agreement and each Service Agreement (including any signature forms, schedules, or other related documents) may be executed in one or more counterparts, each of which when taken together shall comprise one and the same agreement. This Agreement and each Service Agreement, once signed by you and accepted by us, shall be a binding agreement between us.

25.11 It is the express wish of the parties that this Agreement, and every Service Agreement, and any supplemental documents be drawn up and executed in English. C'est la volonté expresse des parties que cet accord et chaque contrat de Service et tout document complémentaire être élaboré et exécuté en anglais.

26. Appendix A - Definitions

As used in this Agreement, the following words and phrases have the following meanings:

"Agreement" means this Financial Services Agreement (including this Appendix A), as amended, extended, restated or otherwise modified from time to time.

"Authentication ID" has the meaning ascribed to it in Section 10.2.

"Banking Day" means any day that is not a Saturday, Sunday, statutory or civic holiday (federal or provincial), or any other day on which banks are required or permitted to be closed in the Province(s) or Territory(ies) where the applicable account(s) is located and/or Service is provided.

"Cancel" has the meaning ascribed to it in Section 5.2 and "cancellation" has the comparable meaning.

"Cleared Funds" means cash or any funds from any deposit which have been finally settled through the Clearing and Payments System that we use for settling payments in connection with

Payment Instructions.

“**Clearing and Payment Systems**” means the payment and clearing settlement systems applicable to any of the Services, including the Payments Canada, NACHA, S.W.I.F.T., and CDS Clearing and Depository Services Inc.

“**Compliance Action**” has the meaning ascribed to it in Section 22.1(b).

“**Designated Information System**” has the meaning ascribed to it in Section 18.2.

“**Disabling Code**” means any contaminating or other destructive code, design, routine or other mechanism (including clock, timer, counter, virus, worm, software lock, drop dead device, Trojan horse routine, trap door, or time bomb) that may be used to access, modify, replicate, distort, delete, damage or disable any electronic or other digital channel, including any related hardware or software.

“**electronic communication**” means any agreement, transaction, instruction, document, information, disclosure, notice, confirmation, inquiry, request, response, or other communication that is sent or stored by means of any electronic or other digital transmission.

“**electronic signature**” means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with an electronic communication and includes a secure electronic signature as may be prescribed by applicable law or otherwise required by us.

“**Force Majeure**” means any event, act or omission beyond the reasonable control of such party (exercising reasonable foresight and diligence), including labour dispute, act of God, flood, fire, lightening, severe weather, earthquake, act of terrorism, war, revolution, civil commotion, act of public enemies, blockade, embargo, pandemic disease, or the application of any laws or rules.

“**instructions**” means a request, direction, or other instruction with respect to any Service or this Agreement, and includes where the context applies, any Payment Instruction.

“**Instrument**” means any document evidencing or that can be used to evidence a Payment Instruction, including cheques, money orders, promissory notes and other bills of exchange and other orders (written or electronic) for the payment of money, clearing item or other value item (including any image or reproduction).

“**laws and rules**” means as to any Person or Service: (a) the laws, statutes, codes, acts, ordinances, orders, regulations, directives, guidelines, and other requirements of all domestic and foreign governmental and regulatory authorities having jurisdiction over the Person or Service (including the Office of the Superintendent of Financial Institutions (Canada) and any Province, Territory or other government of Canada) and (b) the rules, standards, conditions, and other requirements of any Clearing and Payment Systems applicable to the Person or Service (including Rule H-1 and Rule F-1 of the Payments Canada applicable to cash management pre-authorized debits); each as may be amended or replaced from time to time. You can access the rules of Payments Canada available to the public on the internet at www.Payments.ca.

“**Losses**” means all liabilities, losses, damages, claims and demands

(including third party claims and demands), fines, damages, penalties, expenses incurred (including legal expenses based on the solicitor’s fees charged) and other costs claimed against or sustained or incurred by any Person.

“**OFAC**” means the Office of Foreign Assets Control (of the US Department of the Treasury).

“**Payment Instruction**” means a request to transfer funds to or from, or receive funds in, any of your accounts with us, whether in Canadian dollars or other currency agreed to by us, whether pursuant to Instruments, endorsements, pre-authorized payments, deposits, electronic transfers, electronic data transmissions, or any other orders for the payment or receipt of money, including transfers between accounts and which may have the signature electronically or mechanically produced or imprinted as an alternative to handwritten signature but in all cases must be given by a method that is acceptable to us, in our discretion, at the time they are given.

“**Person**” means, as the context requires, any individual, firm, partnership, company, corporation or other body corporate, government, governmental body, agency, trust, instrumentality, unincorporated body of persons or association.

“**Regulatory Notices**” has the meaning ascribed to it in Section 18.2.

“**Representatives**” in relation to the Customer, includes the Customer’s employees, officers, directors, co-ordinators, users, cardholders, contacts, delegates, and agents.

“**Sanctioned Country**” means at any time a country, region or territory which itself is the subject or target of any Sanctions.

“**Sanctioned Person**” means a Person that is, or is directly or indirectly owned or controlled by a Person or Persons that is, listed, designated or sanctioned under any Sanctions or any Person operating, organized or resident in a Sanctioned Country.

“**Sanctions**” means any trade, economic or financial sanctions laws, regulations, executive orders, embargoes or restrictive measures imposed, administered or enforced by a Sanctions Authority.

“**Sanctions Authority**” means any one or a combination of: (a) the United Nations; (b) the United States of America; (c) Canada; (d) the United Kingdom and each respective member of the European Union; and (e) the governments and official institutions or agencies of any of (a) to (d) above, including the Security Council of the United Nations, OFAC, the United States Department of State, Global Affairs Canada and Her Majesty’s Treasury of the United Kingdom.

“**Schedule of Rates**” means the schedule, guide or other document we deliver to you or otherwise make available to you in our branches or on Scotiabank’s website (as updated from time to time) setting out the standard fees, interest, and other charges applicable to the Services, which document shall be deemed to comprise part of this Agreement.

“**Service**” has the meaning ascribed to it in Section 1.3.

“**Service Materials**” has the meaning ascribed to it in Section 2.5.

“**Service Agreement**” means each offer letter or agreement (including each Cash Management and Payment Services

Agreement and the service schedules attached thereto, or otherwise comprising a part thereof, from time to time) from time to time signed by you, or otherwise accepted by the Bank from you, for the provision of one or more financial products or services to you and made subject to the terms and conditions of this Agreement; each as may be amended, extended, restated or otherwise modified from time to time.

“**US Person**” means a US person as defined under the US Internal

Revenue Code, including as applicable: (i) a US citizen (including persons with dual citizenships), (ii) US lawful permanent resident (e.g., a person who has obtained a green card or who has been granted the right to lawful permanent residence in the US), (iii) persons who meet the substantial presence test for US residency for US tax purposes, (iv) US corporation, (v) US partnership, and (vi) any trust (revocable or irrevocable) of which one or more US persons have the authority to control all substantial decisions and a US court can exercise primary supervision over the administration.

Addendum

- 1) Should any of the Customer’s information be inadvertently released to an unauthorized user, Scotiabank shall provide notice to the Customer of said breach as soon as discovered in order for the Customer to mitigate any loss data or breach and to adhere to all notice requirements of the Customer both in law and under contract.
- 2) The Customer is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the Customer may become the property of the Customer and as such, save to the extent in the opinion of Scotiabank documents that contain commercially sensitive information, will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the Customer. The right of access is subject to exemptions contained in the Act.
- 3) Despite any other provisions within this Financial Service Agreement (hereinafter: ‘SFA’), or other agreements between the Customer and Scotiabank, Scotiabank will indemnify and save harmless the Customer against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the Customer may bear, suffer, incur, become liable for, or arising out of or in consequence of breach or non-performance by Scotiabank of any provision of the SFA, or other agreements between the Customer and Scotiabank, or by reason of or arising out of any act, neglect or default by the Scotiabank or any of its agents or employees or any other person or persons. Scotiabank shall be responsible for all legal fees associated with defending the Customer to a maximum of \$500,000.00. The rights to indemnity contained in this section shall survive any termination of SFA and any related agreement or amendments.

_____ (MM/ DD/ YYYY)

In this form, *you* and *your* means the customer and *we*, *our* and *us*, *the Bank* and *Scotiabank* mean The Bank of Nova Scotia. Customer

LegalName The Corporation of the City of Sault Ste. Marie

Business/Trading Style _____ (if applicable)

By signing this form, you certify the following are authorized to give instructions for your account and the Services in the number and combination as specified below:

FOR PARTNERSHIPS
AND ACCOUNTS WITH
JOINT PARTICIPANTS
ONLY

By signing this signature form, you acknowledge, agree, and consent:

- to the terms and conditions of the *Scotiabank Financial Services Agreement* and agree they will apply to all Services we may provide to you now and in the future;
- you have been given and read a copy of the *Scotiabank Financial Services Agreement* and had the opportunity to ask any questions which you had about the Agreement;
- to receiving Regulatory Notices through the Designated Information Systems as set out in Section 18.2 of the *Scotiabank Financial Services Agreement*;
- you have been given a copy of, or electronic access to, the Schedule of Rates;
- your tax status representations and obligations as set out in Section 23;
- you have been given a copy of, or electronic access to, the Scotiabank Privacy Agreement; and
- the terms and conditions of the *Scotiabank Financial Services Agreement* apply to this signature form, including (i) the definitions in Appendix A and (ii) the application of Section 11 to any signing of this form by electronic signature and/or delivery of your signed form to us by facsimile, email or other electronic or digital transmission.

Witness: _____

Signature: _____

Witness: _____

Signature: _____

Witness: _____

Signature: _____

(I/We have authority to bind the Customer)

DATE RECEIVED
.....
RECORDED.....
APPROVED.....
E.O.
AUDITOR.....

Scotiabank: Stephane Chenier _____

Signature:  _____

(I/We have authority to bind the Bank of Nova Scotia)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-68

AGREEMENT: A by-law to authorize the execution of the Second Extension Agreement between the City and Superior Osteo Postural Clinic Inc. to extend the current lease at the John Rhodes Community Centre for one year.

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 Second Extension Agreement dated May 1, 2023 between the City and Superior Osteo Postural Clinic Inc., a copy of which is attached as Schedule "A" hereto. This Second Extension Agreement is to extend the current lease at the John Rhodes Community Centre for one year.

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 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

SECOND EXTENSION AGREEMENT

THIS AGREEMENT made this 1st day of May, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

-and-

SUPERIOR OSTEO POSTURAL CLINIC INC.

("Superior")

OF THE SECOND PART

WHEREAS the City and Superior Sports Training Inc. entered into a Lease Agreement made the 6th day of May, 2019 for the use of space in the John Rhodes Community Centre located at 260-280 Elizabeth Street, Sault Ste. Marie, Ontario, under the terms and conditions of the said Lease Agreement appended as Schedule "A" to this Agreement;

AND WHEREAS the term of the Lease Agreement is for a period of 3 years commencing May 6, 2019 and terminating May 5, 2022, with the option to extend as set out in Section 6.9 of the Lease Agreement as follows:

"Provided the Tenant is not in material default in the performance of any obligations contained in the Lease, the Tenant shall have the option of extending the Term, on a year-to-year basis at the agreed upon rent, as is negotiated between the Parties (the "Extended Term").

Such option shall be exercised by notice in writing given to the Landlord no later than two (2) months prior to the expiration of the Term. The Extended Term, unless the parties otherwise agree in writing, shall be on the same terms as in the Lease, except as to any further right of extension."

AND WHEREAS Superior Sports Training Inc. changed its name from Superior Sports Training Inc. to Superior Osteo Postural Clinic Inc. effective December 16, 2021;

AND WHEREAS pursuant to section 7.4 of the Lease Agreement, the Lease Agreement is binding upon any successors, assigns and other legal representatives as the case may be, and is therefore binding on Superior effective December 16, 2021;

AND WHEREAS Superior exercised its option to extend the Term for a period of one year in accordance with the Lease Agreement and therefore the City and Superior entered into an Amending and Extension Agreement dated the 11th day of April 2022 to address the extension of the Lease Agreement and successor rights to Superior;

AND WHEREAS Superior has exercised its option to extend the Term for a further period of one year ("Second Extended Term") in accordance with the Lease Agreement, and the City is agreeable to same, subject to terms and conditions set out herein;

NOW THEREFORE in consideration of the rents, 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. EXTENSION TERM

The Lease Agreement shall be extended for a period of one year, commencing May 6, 2023 and ending on May 5, 2024, with the continuing option to extend as set out in Section 6.9 of the original Lease Agreement.

2. MISCELLANEOUS

The parties hereto acknowledge and agree that the remaining terms and conditions of the Lease Agreement shall remain in place and in full force and effect during the Second Extended Term commencing May 6, 2023 and ending on May 5, 2024.

IN WITNESS WHEREOF the parties hereto have signed this Amending Agreement this 1st day of May, 2023.

SUPERIOR OSTEO POSTURAL CLINIC INC.

PER:

Name:
Authorized Representative for Superior Osteo Postural
Clinic Inc.
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:

MAYOR – MATTHEW SHOEMAKER

PER:

DEPUTY CITY CLERK – MADISON ZUPPA

AMENDING AND EXTENSION AGREEMENT

THIS AGREEMENT made this 11TH day of April, 2022

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

-and-

SUPERIOR OSTEO POSTURAL CLINIC INC.

("Superior")

OF THE SECOND PART

WHEREAS the City and Superior Sports Training Inc. entered into a Lease Agreement made the 6th day of May, 2019 for the use of space in the John Rhodes Community Centre located at 260-280 Elizabeth Street, Sault Ste. Marie, Ontario, under the terms and conditions of the said Lease Agreement appended as Schedule "A" to this Agreement;

AND WHEREAS the term of the Lease Agreement is for a period of 3 years commencing May 6, 2019 and terminating May 5, 2022, with the option to extend as set out in Section 6.9 of the Lease Agreement as follows:

"Provided the Tenant is not in material default in the performance of any obligations contained in the Lease, the Tenant shall have the option of extending the Term, on a year-to-year basis at the agreed upon rent, as is negotiated between the Parties (the "Extended Term").

Such option shall be exercised by notice in writing given to the Landlord no later than two (2) months prior to the expiration of the Term. The Extended Term, unless the parties otherwise agree in writing, shall be on the same terms as in the Lease, except as to any further right of extension."

AND WHEREAS Superior Sports Training Inc. changed its name from Superior Sports Training Inc. to Superior Osteo Postural Clinic Inc. effective December 16, 2021;

AND WHEREAS pursuant to section 7.4 of the Lease Agreement, the Lease Agreement is binding upon any successors, assigns and other legal representatives as the case may be, and is therefore binding on Superior effective December 16, 2021;

AND WHEREAS Superior exercised its option to extend the Term for a period of one year in accordance with the Lease Agreement, and the City is agreeable to same, subject to terms and conditions set out herein;

NOW THEREFORE in consideration of the rents, 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. SUCCESSOR – SUPERIOR OSTEO POSTURAL CLINIC INC.

The parties acknowledge and agree that Superior is the successor to Superior Sports Training Inc. and thereby is bound to all the terms and conditions of the Lease Agreement appended at Schedule “A” effective December 16, 2021. Any matters that arose prior to December 16, 2021 and ongoing during the original Term as set out in the Lease Agreement and the Extended Term as set out herein shall be the responsibility of Superior.

2. EXTENSION TERM

The Lease Agreement shall be extended for a period of one year, commencing May 6, 2022 and ending on May 5, 2023, with the continuing option to extend as set out in Section 6.9 of the original Lease Agreement.

3. PERMITTED USE – AMENDED

The parties acknowledge and agree that Section 4.1 Permitted Use of the original Lease Agreement shall be deleted and replaced with the following:

“4.1 Permitted Use To use the Premises to fulfill the Tenant’s mandate only; specifically, to use the Premises as athletic training space for:

- (a) Superior Sports Training Inc. and all other uses ancillary thereto for the period commencing May 6, 2019 until December 16, 2021; and
- (b) Superior Osteo Postural Clinic Inc. and all other uses ancillary thereto for the period commencing December 16, 2021 and the balance of the Term and any Extended Term(s).”

4. NOTICE – AMENDED

The parties acknowledge and agree that the portion related to the Tenant in “Section 6.10 Notice” of the original Lease Agreement shall be deleted and replaced with the following:

“In the case of the Tenant:

From May 6, 2019 to December 16, 2021 to Superior Sports Training Inc.

-AND-

From December 16, 2021 and continuing for the balance of the Term and any Extended Term to Superior Osteo Postural Clinic Inc.

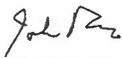
A-150 McFadden Avenue
Sault Ste. Marie, Ontario P6C 4T2
Fax: 705-759-4816
Tel: 705-257-7690
Attention: John Parco”

5. MISCELLANEOUS

The parties hereto acknowledge and agree that the remaining terms and conditions of the Lease Agreement shall remain in place and in full force and effect during the Extended Term commencing May 6, 2022 and ending on May 5, 2023.

IN WITNESS WHEREOF the parties hereto have signed this Amending Agreement this 11th day of April, 2022.

SUPERIOR OSTEO POSTURAL CLINIC INC.

PER: John Parco 

Name:

Authorized Representative for Superior Osteo Postural Clinic Inc.

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER: 

MAYOR – CHRISTIAN PROVENZANO

PER: 

CITY CLERK – RACHEL TYCZINSKI

APPROVED BY
CITY OF SAULT STE. MARIE

BY-LAW # 22-035

The Corporation of the City of Sault Ste. Marie

By-Law 2023-69

OFF-ROAD VEHICLES (ORV): A by-law to restrict and permit the operation of off-road vehicles prescribed herein on designated highways within the City of Sault Ste. Marie.

Whereas section 9 of the *Municipal Act, 2001*, SO 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that Act or any other Act;

And whereas section 10(1) of the *Municipal Act, 2001* provides that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas section 35 of the *Municipal Act, 2001* allows a municipality to restrict the common law right of passage by the public on a highway with its jurisdiction;

And whereas section 191.8(3) of the *Highway Traffic Act*, RSO 1990, c. H.8 provides that the council of a municipality may pass by-laws (a) permitting the operation of off-road vehicles on any highway within the municipality that is under the jurisdiction of the municipality, or on any part or parts of such highway; and (b) prescribing a lower rate of speed for off-road vehicles than that prescribed for off-road vehicles by regulation;

And whereas s. 191.8(4) of the *Highway Traffic Act* provides that a by-law passed under section 191.8(3) permitting the operation of off-road vehicles on municipal highways may limit the operation of off-road vehicles to specified months or hours;

And whereas section 4.1 of Ontario Regulation 316/03 entitled “Operation of Off-Road Vehicles on Highways”, and passed under the *Highway Traffic Act*, in its effect limits the municipality’s power to permitting the operation of off-road vehicles only of prescribed classes on its highways;

And whereas Ontario Regulation 316/03 applies to and regulates the operation and requirements of off-road vehicles on highways;

And whereas the Council of The Corporation of the City of Sault Ste. Marie deems it desirable to enact a by-law permitting, restricting, and regulating the operation of off-road vehicles on designated highways within the municipality during specified hours and months;

Now therefore the Council of The Corporation of the City of Sault Ste. Marie hereby enacts as follows:

Part 1 – Interpretation

1.1 Short Title

This By-Law may be cited as the “ORV on Highways By-Law”.

1.2 Schedules

Schedule “A” attached and referred to in this By-Law forms an integral part of the By-Law.

1.3 Reference Aids

The table of contents and headings and subheadings used in this By-Law are inserted for convenience of reference only and do not form part of the By-Law, and shall not affect in any way the meaning or interpretation of the provisions of this By-Law.

1.4 Severability

If any provision or part of a provision of this By-Law is declared by a court of competent jurisdiction to be illegal or inoperative in whole or in part, or inoperative in particular circumstances, such provision or part of the provision shall be deemed to be severable, and the balance of the By-Law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

1.5 Definitions

In this By-Law, the following definitions shall apply:

“All-Terrain Vehicle” means an off-road vehicle that:

- (1) has four wheels, the tires of which are all in contact with the ground;
- (2) has steering handlebars;
- (3) has a seat that is designed to be straddled by the driver; and
- (4) is designed to carry:
 - (a) a driver only and no passengers; or
 - (b) a driver and only one passenger, if the vehicle:
 - (i) has one passenger seat that is designed to be straddled by the passenger while sitting facing forward behind the driver; and
 - (ii) is equipped with foot rests for the passenger that are separate from the foot rests for the driver.

“City” means the City of Sault Ste. Marie and lands within its jurisdictional boundary.

“Designated Highway” means a highway or part thereof, under the jurisdiction of the City, that is shown on Schedule “A” as not being restricted and therefore permitting the

use by ORVs. Where a boundary line uses a municipal road, this is designated a prohibited highway under this By-law.

“Extreme terrain vehicle” means an off-road vehicle that,

- (1) has six or eight wheels, the tires of which are all in contact with the ground,
- (2) has no tracks that are in contact with the ground,
- (3) has seats that are not designed to be straddled, and
- (4) has a minimum cargo capacity of 159 kilograms.

“Highway” means a highway that is within the City and under the jurisdiction of the City, and includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle designed and intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Multi-Purpose Off-Highway Utility Vehicle” means an off-road vehicle that:

- (1) has four or more wheels, the tires of which are all in contact with the ground;
- (2) has a steering wheel for steering control;
- (3) has seats that are not designed to be straddled;
- (4) has a minimum cargo capacity of 159 kilograms;
- (5) does not weigh more than 1,814 kilograms; and
- (6) has an overall width not greater than 2.03 metres, excluding mirrors.

“Off-road motorcycle” means an off-road vehicle, designed primarily for recreational use, that,

- (1) has steering handlebars,
- (2) has two wheels, the tires of which are all in contact with the ground,
- (3) has a minimum wheel rim diameter of 250 millimetres,
- (4) has a minimum wheelbase of 1,016 millimetres,
- (5) has a seat that is designed to be straddled by the driver,
- (6) is designed to carry a driver only and no passengers, and
- (7) does not have a sidecar;

“O Reg 316/03” means Ontario Regulation 316/03 entitled “Operation of Off-Road Vehicles on Highways”, passed under the *Highway Traffic Act*.

“Police Officer” means the Chief of Police and any other sworn police officer of the Sault Ste. Marie Police Service.

“Recreational Off-Highway Vehicle” means an off-road vehicle that:

- (1) has four or more wheels, the tires of which are all in contact with the ground;
- (2) has a steering wheel for steering control;
- (3) has seats that are not designed to be straddled;
- (4) has an engine displacement equal to or less than 1,000 cubic centimetres;
- (5) does not weigh more than 1,700 kilograms; and
- (6) has an overall width not greater than 2.03 metres, excluding mirrors.

“Off-Road Vehicle” means a vehicle propelled or driven otherwise than by muscular power or wind and designed to travel on four or more wheels, and which is one of the following classes of vehicles as defined in this By-Law:

- (1) an all-terrain vehicle;
- (2) a multi-purpose off-highway utility vehicle; or
- (3) a recreational off-highway vehicle; and

“ORV” shall have the same meaning;

“Roadway” means the part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder.

“Seat Belt Assembly” means a device or assembly composed of a strap or straps, webbing or similar material that restrains the movement of a person in order to prevent or mitigate injury to the person.

Part 2 – General Provisions

2.1 Limited Permission to Operate on Designated Highways

- (1) The operation of ORVs are permitted:
 - (a) only on designated highways, as shown on Schedule “A” and as described therein;
 - (b) only between the hours of 8:00 a.m. and 11:00 p.m.;
- (2) No person shall operate an ORV on a highway that is not a designated highway;

- (3) No person shall operate an ORV on a highway between the hours of 11:00 p.m. and 8:00 a.m.;
- (4) No person shall operate an ORV on a highway between the 1st of December and March 31st of any year;
- (5) No person shall operate an ORV which does not meet the definition of an ORV as defined in this By-Law. An Extreme off-road vehicle and Off-road motorcycle are prohibited from use on all highways within the City.

2.2 Exemptions

- (1) The exemptions governing crossing a highway at a 90° angle, farmers and trappers, emergency services, and public work functions as set out in sections 25 to 28 of O Reg 316/03 apply, with the necessary modifications, to the provisions of this By-Law.
- (2) An ORV may be on a non-designated highway for the purpose of being loaded onto a trailer or into a vehicle.
- (3) An ORV may be on a designated or non-designated highway within the months of December 1st to March 31st of any year if actively engaged in snow removal and equipped with plow or blower type equipment and an amber light.

Part 3 – Equipment Requirements

3.1 Equipment Requirements – General

- (1) In addition to any other provision of this By-Law, the equipment requirements in sections 7 to 15 of O. Reg 316/03 apply to ORVs operated on a highway pursuant to this By-Law.
- (2) No person shall operate an ORV on a highway unless the ORV meets all of the equipment requirements in section 3.1(1) above.
- (3) It remains the sole responsibility of the person operating an ORV on a highway to be familiar and comply with all applicable legislation and requirements. The prohibitions set out below in sections 3.2 and 3.3 shall in no way be construed so as to limit the generality of subsections (1) and (2) and shall in no way be construed as diminishing the driver's responsibility for knowing and complying with that legislation.

3.2 Mufflers

- (1) No person shall operate an ORV on a highway unless the vehicle is equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise or excessive smoke.
- (2) No person shall operate an off-road vehicle on a highway if the vehicle is equipped with a muffler that has been modified so as to reduce its effectiveness.
- (3) Without limiting the generality of subsections (1) and (2), no person shall operate an ORV on a highway if the vehicle is equipped with a muffler cut-out, straight exhaust, gutted muffler, hollywood muffler, by-pass or similar device.

3.3 Wheels and Tires – Attachments and Studs

- (1) No person shall operate an ORV on a highway if there is any flange, rib, clamp or other device attached to its wheels or made a part thereof, which will injure the highway.
- (2) No person shall operate an ORV on a highway with studded tires unless in compliance with section 9 of Ontario Regulation 625 and, without limiting the generality of the foregoing, unless the studs conform to restrictions on studs as set out in section 9(1)(5) of Ontario Regulation 625.

Part 4 – Operation Requirements

4.1 Operation Requirements – General

- (1) In addition to any other provision of this By-Law, the operation requirements in sections 16 to 24 of O Reg 316/03 apply to ORVs operated on a highway pursuant to this By-Law.
- (2) No person shall operate an ORV on a highway in contravention of the operation requirements of sections 16 to 24 of O Reg 316/03.
- (3) In addition to subsections (2) and (3) above, every person operating an ORV on a highway shall comply with all relevant legislation, including but not limited to the provisions of:
 - (a) the *Highway Traffic Act*, as amended;
 - (b) the Traffic By-Law (70-200), as amended;
 - (c) the Parks By-law (80-128), as amended;
 - (d) the Hub Trail By-law (2018-13), as amended.

- (4) It remains the sole responsibility of the person operating an ORV on a highway to be familiar and comply with all applicable legislation and requirements. The prohibitions set out below in sections 4.2 to 4.12 shall in no way be construed so as to limit the generality of subsections (1),(2) and (3) above and shall in no way be construed as diminishing the driver's responsibility for knowing and complying with that legislation.

4.2 Permit and Plate

- (1) No person shall operate an ORV on a highway unless a permit under section 5 of the ORVA has been issued in respect of that vehicle and a number plate showing the number of the permit is displayed on the vehicle as required under that Act.
- (2) Every driver of an ORV on a highway shall carry the permit for it, or a true copy thereof, with them at all times while in charge of the ORV, and shall surrender the permit or copy for inspection upon the demand of a police officer.

4.3 Insurance

- (1) No owner or lessee of an ORV shall operate the ORV, or cause or permit the operation of the ORV, on a highway unless the vehicle is insured in accordance with section 2 of the *Compulsory Automobile Insurance Act*, RSO 1990, c. C.25 and section 15 of the ORVA.
- (2) An operator of an ORV on a highway shall carry the current valid insurance card for the ORV, or a true copy thereof, with them at all times while in charge of the ORV, and shall surrender the insurance card or copy for inspection upon the demand of a police officer.

4.4 Driver's Licence

- (1) No person shall operate an ORV on a highway unless the person holds a valid Class A, B, C, D, E, F, G, G2, M or M2 driver's licence issued under the *Highway Traffic Act*.
- (2) Every driver of an ORV on a highway shall carry their driver's licence with them at all times while in charge of the ORV and shall surrender the driver's licence for inspection upon the demand of a police officer.
- (3) Every person who is unable or refuses to surrender their driver's licence in accordance with subsection (2) shall, when requested by a police officer, give reasonable identification of themselves and, for the purposes of this subsection, the correct name and address of the person shall be deemed to be reasonable identification.

- (4) Subsection (1) does not apply if the person is exempt under section 34 of the *Highway Traffic Act* from the application of section 32 of that Act.

4.5 Helmets

- (1) The driver of an ORV and every passenger on the vehicle shall wear a helmet that complies with section 19 of the ORVA.

4.6 Seat Belts

- (1) The provisions of this section apply to multi-purpose off-highway utility vehicles and recreational off-highway vehicles, but not to all-terrain vehicles.
- (2) No person shall drive a multi-purpose off-highway utility vehicle or a recreational off-highway vehicle on a highway unless the person is wearing a complete seat belt assembly as required by subsection (5).
- (3) Every passenger on a multi-purpose off-highway utility vehicle or a recreational off-highway vehicle on a highway shall occupy a seating position for which a seat belt assembly has been provided and shall wear the complete seat belt assembly as required by subsection (5).
- (4) No person shall drive a multi-purpose off-highway utility vehicle or a recreational off-highway vehicle on a highway with a passenger on the vehicle unless the passenger is occupying a seating position for which a seat belt assembly has been provided and is wearing the complete seat belt assembly as required by subsection (5).
- (5) Every driver and passenger on a multi-purpose off-highway utility vehicle or a recreational off-highway vehicle being operated on a highway shall wear a seat belt assembly so that:
 - (a) the strap of each restraint is securely fastened and worn firmly against the body in the intended position; and
 - (b) no more than one person is wearing any strap of the seat belt assembly at any one time.

4.7 Passenger Restrictions

- (1) No person shall drive an ORV on a highway with a passenger on the vehicle who is under the age of eight years.
- (2) No person shall drive an all-terrain vehicle on a highway with a passenger on the vehicle unless:
 - (a) the vehicle is designed to carry both a driver and a passenger; and

- (b) the passenger is straddling the passenger seat behind the driver while facing forward with his or her feet securely on the separate foot rests intended for the passenger.
- (3) No person shall drive an ORV on a highway while it is towing a trailer or any other attachment if there is a passenger on the trailer or other attachment.
- (4) No person shall exceed the manufacture limit of people while operating an ORV on a highway.

4.8 Maximum Speed

No person shall drive an ORV on a highway at a rate of speed greater than 20 km/h in a 50 km/h zone, or 50km/h in a speed zone greater than 50km/h.

4.9 Requirement to Drive on Shoulder

- (1) The driver of an ORV on a highway shall drive:
 - (a) on the shoulder of the highway in the same direction as the traffic using the same side of the highway; and
 - (b) as close to and parallel with the right edge of the shoulder as can be done practicably and safely.
- (2) Notwithstanding subsection (1), the driver of an ORV on a highway may drive on the roadway in the following limited circumstances, provided that they drive as close to and parallel with the right edge of the roadway as can be done practicably and safely:
 - (a) where there is no shoulder;
 - (b) where the shoulder of the highway is obstructed and cannot be used by the ORV; or
 - (c) where the shoulder is not wide enough to allow the ORV to be driven with all of it remaining completely off the roadway.
- (3) Where the driver of an ORV on a highway is crossing a level railway crossing, subsection (1) does not apply and the driver shall not drive on the shoulder but shall drive on the roadway in the same direction as the traffic using the same side of the highway.

4.10 Construction Zones

- (1) No person shall drive an ORV on any part of a highway that is designated as a construction zone under subsection 128(8) of the *Highway Traffic Act* or on any other part of a highway where construction work or highway maintenance is being carried out.

- (2) Subsection (1) does not apply to a person who is operating an ORV as a vehicle described in subsection 128(13) of the *Highway Traffic Act* or as a road service vehicle as defined by section 1(1) of the *Highway Traffic Act*.

4.11 Yielding

When entering the shoulder of a highway or the roadway, the driver of an ORV shall yield the right of way to vehicles and pedestrians already using the shoulder or the roadway, as the case may be, and shall enter the shoulder or roadway only when it is safe to do so.

4.12 Risk to Safety

No person shall operate an ORV on a highway in such a manner that it causes or is likely to cause a risk to the safety of any person.

Part 5 – Enforcement

5.1 Authority to Enforce

- (1) This By-Law may be enforced by a police officer.
- (2) The powers of a police officer as set out in the *Highway Traffic Act* apply with the necessary modifications to this By-Law.
- (3) Without limiting the generality of subsection (2), a police officer, in the lawful execution of their duties and responsibilities, may require the driver of an ORV, Extreme off-road vehicle, or Off-road motorcycle, to stop and the driver, when signaled or requested to stop by a police officer who is readily identifiable as such, shall immediately come to a safe stop.

5.2 Obstruction

No person shall hinder or obstruct, or attempt to hinder or obstruct, any police officer exercising a power under this By-Law.

5.3 Offences and Penalty

- (1) Subject to subsections (2) and (3), every person who contravenes any provision of this By-Law is guilty of an offence and, upon conviction, is subject to a fine as provided in the *Provincial Offences Act*, RSO 1990, c.P.33.
- (2) Notwithstanding subsection (1), every person who contravenes section 4.3(1) of this By-Law is guilty of an offence and on conviction is liable to a fine of not more than \$25,000, and on a subsequent conviction to a fine of not more than \$50,000.

- (3) Notwithstanding subsection (1), every person who contravenes section 5.1(3) of this By-Law is guilty of an offence and on conviction is liable to a fine of not more than \$10,000.
- (4) If any provision of this By-Law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by this By-Law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted.

Part 6 – Coming Into Force

6.1 Coming Into Force

This By-Law shall come into force and effect upon its passing being May 1, 2023.

Mayor – Matthew Shoemaker

Deputy City Clerk – Madison
Zuppa

Named streets in support of map as depicted (“Prohibited Zone”):

Except for when crossing at a 90° angle, no ORV is permitted on Great Northern Rd., Second Line East, Second Line West, Trunk Rd.

Further, and except for when crossing at a 90° angle, no ORV shall operate on a highway within the below described boundary and depicted in grey in the Schedule “A”:

From the most southern part of Goulais Ave. to where it intersect with Second Line West, along Second Line West onto Second Line East to where it intersect with Black Rd., on Black Rd. to where it intersects with Trunk Rd, on Trunk Rd. to where it intersects with Queensgate Blvd., on Queensgate Blvd. to where it intersects with Queen St. East, on Queen St. East to where it intersects with Falldien Rd., and Falldien Rd. to the intersection with River Rd. and all road geographically found between Goulais Ave. and the intersection Falldien Rd. to the intersection with River Rd by reference to the City southern boundary limit.

With the exception of crossing at a 90° angle or loading the ORV, all roads within the listed boundary are prohibited for use by ORV.

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-69 Off-Road Vehicle By-law.docx

The Corporation of the City of Sault Ste. Marie

By-Law 2023-70

MOTORIZED SNOW VEHICLES (MSV): A by-law to restrict and permit the operation of motorized snow vehicles prescribed herein on designated highways within the City of Sault Ste. Marie.

Whereas section 9 of the *Municipal Act, 2001*, SO 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that Act or any other Act;

And whereas section 10(1) of the *Municipal Act, 2001* provides that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas section 35 of the *Municipal Act, 2001* allows a municipality to restrict the common law right of passage by the public on a highway with its jurisdiction;

And whereas the *Motorized Snow Vehicle Act*, R.S.O. 1990, M.44 applies to and regulates the operation and requirements of motorized snow vehicles on highways;

And whereas the *Motorized Snow Vehicle Act*, R.S.O. 1990, M.44 provides that the council of a municipality may pass by-laws restricting the operation of motorized snow vehicles on any highway within the municipality that is under the jurisdiction of the municipality, or on any part or parts of such highway;

And whereas the prohibition by-law for motorized snow vehicles was enacted in 1969 and last amended in 1994 and not reviewed since this dates;

And whereas the Council of The Corporation of the City of Sault Ste. Marie deems it desirable to enact a by-law, restricting, and regulating the operation of motorized snow vehicles on designated highways within the municipality during specified hours;

Now therefore the Council of The Corporation of the City of Sault Ste. Marie hereby enacts as follows:

Part 1 – Interpretation

1.1 Short Title

This By-Law may be cited as the “MSV on Highways By-Law”.

1.2 Schedules

Schedule “A” attached and referred to in this By-Law forms an integral part of the By-Law.

1.3 Reference Aids

The table of contents and headings and subheadings used in this By-Law are inserted for convenience of reference only and do not form part of the By-Law, and shall not affect in any way the meaning or interpretation of the provisions of this By-Law.

1.4 Severability

If any provision or part of a provision of this By-Law is declared by a court of competent jurisdiction to be illegal or inoperative in whole or in part, or inoperative in particular circumstances, such provision or part of the provision shall be deemed to be severable, and the balance of the By-Law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

1.5 Definitions

In this By-Law, the following definitions shall apply:

“**City**” means the City of Sault Ste. Marie and lands within its jurisdictional boundary.

“**Designated Highway**” means a highway or part thereof, under the jurisdiction of the City, that is shown on Schedule “A” as not being restricted and therefore permitting the use by MSV. Where a boundary line uses a municipal road, this is designated a prohibited highway under this By-law.

“**Highway**” means a highway that is within the City and under the jurisdiction of the City, and includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle designed and intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“**Motorized Snow Vehicles**” means a self-propelled vehicle designed to be driven primarily on snow and is not modified from its manufactured configuration, and does not include a snow-bike, or any other form of off-road vehicle converted for snow use by the addition of tracks and ski(s).

“**MSV**” shall have the same meaning;

“**Police Officer**” means the Chief of Police and any other sworn police officer of the Sault Ste. Marie Police Service.

“**Roadway**” means the part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder.

Part 2 – General Provisions

2.1 Limited Permission to Operate on Designated Highways

- (1) The operation of MSVs are prohibited, and only permitted:
 - (a) on designated highways, as shown on Schedule “A” and as described therein;
 - (b) between the hours of 8:00 a.m. and 11:00 p.m.
- (2) No person shall operate a MSV on a highway that is not a designated highway.
- (3) No person shall operate a MSV on a highway between the hours of 11:00 p.m. and 8:00 a.m.
- (4) No person shall operate a MSV as that term is defined in the *Motorized Snow Vehicle Act*, R.S.O. 1990, M.44 (“MSVA”), which does not meet the definition of a MSV as defined in this By-Law, on a highway. A snow-bike, or any other form of off-road vehicle converted for snow use by the addition of tracks and ski(s), is not a MSV, and thereof not authorized for use on designated highway as defined under this By-law.

2.2 Exemptions

- (1) The requirements for operating along or across a highway as set out in section 9 of the MSVA apply to this by-law. A MSV may cross a road at a 90° angle pursuant to section 8 of the MSVA and in accordance with section 9 of the MSVA.
- (2) Emergency services, being City Police and Fire, EMS, and public work functions are exempt from the application of this by-law when actively engage in their role.
- (3) A MSV may be on a non-designated highway for the purpose of being loaded onto a trailer or into a vehicle.

Part 3 – Equipment Requirements

3.1 Equipment Requirements – General

- (1) In addition to any other provision of this By-Law, the equipment requirements in section 20 of the MSVA apply to MSV operated on a highway pursuant to this By-Law.
- (2) No person shall operate a MSV on a highway unless the MSV meets all of the equipment requirements in section 3.1(1) above.
- (3) It remains the sole responsibility of the person operating a MSV on a highway to be familiar and comply with all applicable legislation and

requirements. The prohibitions set out below in section 3.2 shall in no way be construed so as to limit the generality of subsections (1) and (2) and shall in no way be construed as diminishing the driver's responsibility for knowing and complying with that legislation.

3.2 Mufflers

- (1) No person shall operate a MSV on a highway unless the vehicle is equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise or excessive smoke.
- (2) No person shall operate a MSV on a highway if the vehicle is equipped with a muffler that has been modified so as to reduce its effectiveness.
- (3) Without limiting the generality of subsections (1) and (2), no person shall operate a MSV on a highway if the vehicle is equipped with a muffler cut-out, straight exhaust, gutted muffler, hollywood muffler, by-pass or similar device.

Part 4 – Operation Requirements

4.1 Operation Requirements – General

- (1) In addition to any other provision of this By-Law, the operation requirements stipulate within the MSVA apply to MSV operated on a highway pursuant to this By-Law.
- (2) No person shall operate a MSV on a highway in contravention of any of the requirements stipulated in the MSVA.
- (3) In addition to subsection (2) above, every person operating a MSV on a highway shall comply with all relevant legislation, including but not limited to the provisions of:
 - (a) the *Highway Traffic Act*, as amended;
 - (b) the Traffic By-Law (70-200), as amended;
 - (c) the Parks By-law (80-128), as amended;
 - (d) the Hub Trail By-law (2018-13), as amended.
- (4) It remains the sole responsibility of the person operating a MSV on a highway to be familiar and comply with all applicable legislation and requirements. The prohibitions set out below in sections 4.2 to 4.11 shall in no way be construed so as to limit the generality of subsections (1),(2) and (3) above and shall in no way be construed as diminishing the driver's responsibility for knowing and complying with that legislation.

4.2 Permit and Plate

- (1) No person shall operate a MSV on a highway unless a permit under section 2 of the MSVA has been issued in respect of that vehicle and the number of the permit is displayed on the vehicle as required under that Act.
- (2) Every driver of a MSV on a highway shall carry the permit for it, or a true copy thereof, with them at all times while in charge of the MSV, and shall surrender the permit or copy for inspection upon the demand of a police officer.

4.3 Insurance

- (1) No owner or lessee of a MSV shall operate the MSV, or cause or permit the operation of the MSV, on a highway unless the vehicle is insured in accordance with section 12 of the MSVA.
- (2) An operator of a MSV on a highway shall carry the current valid insurance card for the MSV, or a true copy thereof, with them at all times while in charge of the MSV, and shall surrender the insurance card or copy for inspection upon the demand of a police officer.

4.4 Driver's Licence

- (1) No person shall operate a MSV on a highway unless the person holds a valid Class A, B, C, D, E, F, G, G2, M or M2 driver's licence issued under the *Highway Traffic Act*.
- (2) Every driver of a MSV on a highway shall carry their driver's licence with them at all times while in charge of the MSV and shall surrender the driver's licence for inspection upon the demand of a police officer.
- (3) Every person who is unable or refuses to surrender their driver's licence in accordance with subsection (2) shall, when requested by a police officer, give reasonable identification of themselves and, for the purposes of this subsection, the correct name and address of the person shall be deemed to be reasonable identification.
- (4) Subsection (1) does not apply if the person is exempt under section 34 of the *Highway Traffic Act* from the application of section 32 of that Act.

4.5 Helmets

- (1) The driver of a MSV and every passenger on the vehicle shall wear a helmet that complies with section 18 of the MSVA.

4.6 Passengers

The driver of a MSV shall only have the number of passengers that the MSV is manufacture for. All towing of riders is prohibited unless in accordance with subsection 19(2) of the MSVA, crossing a highway at a 90° angle.

4.7 Maximum Speed

No person shall drive a MSV on a highway at a rate of speed greater than 20 km/h in a 50 km/h zone, or 50km/h in a speed zone greater than 50km/h.

4.8 Requirement to Drive on Shoulder

- (1) The driver of a MSV on a highway shall drive:
 - (a) on the shoulder of the highway in the same direction as the traffic using the same side of the highway; and
 - (b) as close to and parallel with the right edge of the shoulder as can be done practicably and safely.
- (2) Notwithstanding subsection (1), the driver of a MSV on a highway may drive on the roadway in the following limited circumstances, provided that they drive as close to and parallel with the right edge of the roadway as can be done practicably and safely:
 - (a) where there is no shoulder;
 - (b) where the shoulder of the highway is obstructed and cannot be used by the MSV; or
 - (c) where the shoulder is not wide enough to allow the MSV to be driven with all of it remaining completely off the roadway.
- (3) Where the driver of a MSV on a highway is crossing a level railway crossing, subsection (1) does not apply and the driver shall not drive on the shoulder but shall drive on the roadway in the same direction as the traffic using the same side of the highway.

4.9 Construction Zones

No person shall drive a MSV on any part of a highway that is designated as a construction zone under subsection 128(8) of the *Highway Traffic Act* or on any other part of a highway where construction work or highway maintenance is being carried out.

4.10 Yielding

When entering the shoulder of a highway or the roadway, the driver of a MSV shall yield the right of way to vehicles and pedestrians already using the shoulder or the roadway,

as the case may be, and shall enter the shoulder or roadway only when it is safe to do so.

4.11 Risk to Safety

No person shall operate a MSV on a highway in such a manner that it causes or is likely to cause a risk to the safety of any person.

Part 5 – Enforcement

5.1 Authority to Enforce

- (1) This By-Law may be enforced by a police officer.
- (2) The powers of a police officer as set out in the *Highway Traffic Act* and MSVA apply with the necessary modifications to this By-Law.
- (3) Without limiting the generality of subsection (2), a police officer, in the lawful execution of their duties and responsibilities, may require the driver of a MSV to stop and the driver of the MSV, when signaled or requested to stop by a police officer who is readily identifiable as such, shall immediately come to a safe stop.
- (4) For the purposes of subsection (3), MSV means a motorized snow vehicle as defined by the MSVA, this by-law, or any other vehicle or equipment modified from its manufactured form.

5.2 Obstruction

No person shall hinder or obstruct, or attempt to hinder or obstruct, any police officer exercising a power under this By-Law.

5.3 Offences and Penalty

- (1) Subject to subsections (2) and (3), every person who contravenes any provision of this By-Law is guilty of an offence and, upon conviction, is subject to a fine as provided in the *Provincial Offences Act*, RSO 1990, c.P.33.
- (2) Notwithstanding subsection (1), every person who contravenes section 4.3(1) of this By-Law is guilty of an offence and on conviction is liable to a fine of not more than \$25,000, and on a subsequent conviction to a fine of not more than \$50,000.
- (3) Notwithstanding subsection (1), every person who contravenes section 5.1(3) of this By-Law is guilty of an offence and on conviction is liable to a fine of not more than \$10,000.

- (4) If any provision of this By-Law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by this By-Law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted.

Part 6 – Coming Into Force

6.1 Repeal and effect date

Providing approval and/or amendment by the Regional Senior Justice of the Ontario Court of Justice, the following by-laws shall be repealed and the enforcement of this By-law take will effect: 69-6, 70-32, 78-65, 79-59, 83-123, 91-4, 91-24, 91-217, 91-228, 92-30, 92-85, 93-3, 94-019, 2001-26, 2002-2, 2007-34, and 2009-199.

6.2 Coming Into Force

This By-Law shall come into force upon its passing being May 1, 2023.

Mayor – Matthew Shoemaker

Deputy City Clerk – Madison
Zuppa

Named streets in support of map as depicted (“Prohibited Zone”):

Except for when crossing at a 90° angle, no MSV is permitted on Great Northern Rd., Second Line East, Second Line West, Trunk Rd.

Further, and except for when crossing at a 90° angle, no MSV shall operate on a highway within the below described boundary and depicted in grey in the Schedule “A”:

From the most southern part of Goulais Ave. to where it intersect with Second Line West, along Second Line West onto Second Line East to where it intersect with Black Rd., on Black Rd. to where it intersects with Trunk Rd, on Trunk Rd. to where it intersects with Queensgate Blvd., on Queensgate Blvd. to where it intersects with Queen St. East, on Queen St. East to where it intersects with Falldien Rd., and Falldien Rd. to the intersection with River Rd. and all road geographically found between Goulais Ave. and the intersection Falldien Rd. to the intersection with River Rd by reference to the City southern boundary limit.

With the exception of crossing at a 90° angle or loading the MSV, all roads within the listed boundary are prohibited for use by MSV.

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-70 Snowmobile By-law.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-71

DELEGATED AUTHORITY AND AGREEMENT: A by-law to approve the standard form of an Outdoor Patio Agreement and further to delegate to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and further make minor variations from the standard Outdoor Patio Agreement and Sidewalk Patios Requirements & Guidelines to suit the needs of the particular user and circumstances, and further, authorize and appoint the Director of Planning and Enterprise Services to extend a liquor licence to a private temporary patio or a temporary patio on City property in accordance with section 153.1 of the O.Reg 746/21 under the *Liquor Licence and Control Act*, 2019, as amended.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **STANDARD FORM OF OUTDOOR PATIO AGREEMENT APPROVED**

The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form of the Outdoor Patio Agreement document as set out in Schedule “A” hereto.

2. **OUTDOOR PATIO AGREEMENT POWERS DELEGATED**

- (i) Council hereby delegates to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute Outdoor Patio Agreements substantially in the form of Schedule “A” on behalf of The Corporation of the City of Sault Ste. Marie on the terms and conditions therein set forth and in accordance with the Sidewalk Patios Requirements & Guidelines as set forth in Schedule “B” herein.
- (ii) The Director of Planning and Enterprise Services or his/her delegate is further authorized to make minor variations from this standard form Outdoor Patio Agreement to suit the needs of the particular user and circumstances regarding the outdoor patio.
- (iii) The Director of Planning and Enterprise Services or his/her delegate is further authorized to make minor variations to the Sidewalk Patios Requirements & Guidelines to suit the needs of the particular user and circumstances regarding the outdoor patio.

3. TEMPORARY PATIO EXTENSION

- (i) The Director of Planning and Enterprise Services is hereby appointed to extend a liquor licence to a private temporary patio or a temporary patio on City property in accordance with section 153.1 of the O.Reg 746/21 under the *Liquor Licence and Control Act*, 2019, as amended. A temporary patio is only in use for less than 8 months in a calendar year.

4. SCHEDULES “A” AND “B”

Schedules “A” and “B” hereto forms part of this by-law.

5. BY-LAW 2020-188, 2020-156, AND 2017-51

By-law 2020-188, 2020-156, and 2017-51 are hereby repealed.

6. EFFECTIVE DATE

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

PASSED in open Council this 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 1st day of May, _____.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

– and –

Company Name

(herein 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 _____ of Civic Address _____, Sault Ste. Marie, specifically as shown and identified on the sketch attached as Schedule "A" to this Licence to Occupy City Property.

This Licence is subject to the conditions set out in Schedule "B", attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

The 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

Company Name

Name:
Position:
**I HAVE THE AUTHORITY TO BIND
THE CORPORATION**

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

Name:
Director of Planning and Enterprise
Services
**I HAVE THE AUTHORITY TO BIND
THE CORPORATION**

SCHEDULE "A"
LICENCE OF OCCUPATION

City Property

The City hereby grants to the Licencee the right to occupy the City Property identified as _____ of Civic Address _____, Sault Ste. Marie, at the location identified and marked on the drawing below.

SCHEDULE "B"

LICENCE OF OCCUPATION

This Licence is subject to the following conditions:

Use of City Property

1. The City hereby grants the Licencee permission to erect and use an outdoor patio of the dimension _____ metres by _____ metres (the "Outdoor Patio") at the location identified in Schedule "A" to this Licence Agreement (the "City Property") between May 1 at 12:00 a.m. and October 1 at 11:59 p.m. for the calendar years of _____, hereinafter referred to as the "Term".
2. The Licencee agrees to not use or permit the use of City Property for any purpose other than the purpose set out herein, namely the Outdoor Patio. No buildings or other structures shall be erected on the City Property.
3. The Outdoor Patio shall be removed in its entirety from the City Property by October 2 at 12:00 a.m. each calendar year in the Term. The Licencee shall leave the City Property in a condition satisfactory to the City. Provided that if the required disassembly and clean-up activities are not completed and/or the Outdoor Patio is not removed by October 2 at 12:00 a.m. for each calendar year in the Term, the City may complete such clean-up and removal of the Outdoor Patio as it deems necessary at the sole cost, expense and risk of the Licencee.
4. If the Outdoor Patio uses all or part of a Parking Bay, the determination of which shall be made by the City in its sole discretion, the Licencee hereby agrees to pay to the City the sum of Two Hundred and Twenty (\$220.00) Dollars per parking space on or before the Commencement Date in one payment for use of the subject Parking Bay as depicted in Schedule "A" on or before the first day of the Term and thereafter on or before May 15 for each calendar year in the Term that the Parking Bay is occupied.

Design and Operation

5. The Licencee shall ensure the following design conditions are being complied with regarding the Outdoor Patio, specifically:
 - a. The Outdoor Patio, fencing, barrier or other accessory thereto shall not impede egress or access from or to a structure;
 - b. Furniture and accessories on the Outdoor Patio shall not protrude into the pedestrian pathway at any time or obstruct pedestrian or vehicular sightlines;
 - c. Patio furniture shall be made out of durable and weather resistant materials (e.g. wrought iron, aluminum, steel and weatherproof fabrics), plastic and vinyl furnishings are not permitted;
 - d. Partitions, including fencing or railing systems, shall be decorative and free from jagged or sharp edges or other features that could cause injury in the Outdoor Patio's regular use.
 - e. Partitions/railings must be designed to prevent the head entrapment of a child and must be structurally sound to support the weight of people leaning against them;

- f. All Outdoor heating devices used by the Licencee shall be approved by the Canadian Standards Association (CSA) / Technical Standards and Safety Authority (TSSA);
 - g. The Outdoor Patio shall be designed such that it shall remain accessible at all times;
 - h. The Outdoor Patio shall not restrict access to a fire hydrant;
 - i. At no time shall the patio area; fencing / barricades etc. impede access to the main entrance of the structure, for emergency access purposes (i.e. firefighting, medical services);
 - ii. Patios shall not be located in “designated” fire routes;
 - iii. Patios shall not block access to any existing sprinkler and / or standpipe connections;
 - i. If the Outdoor Patio uses all or part of a Parking Bay, the Licencee shall affix reflectors on the exterior of the Outdoor Patio so that the Outdoor Patio is clearly visible to traffic;
 - j. If the Outdoor Patio is licenced to serve alcohol, the Licencee shall erect a removable partition that is at least one metre tall but not taller than 1.2 metres separating the Outdoor Patio from the sidewalk or other pedestrian walkway.
6. The Licencee shall ensure the following operational conditions are being complied with regarding the Outdoor Patio, specifically:
- a. The Outdoor Patio and accessories thereof shall not encroach upon the frontage of any neighbouring establishment(s) without written authorization from the property owner of the neighbouring establishment(s) so affected;
 - b. The Outdoor Patio area and accessories thereof shall be kept orderly and in good condition and any required maintenance shall be completed in a timely manner;
 - c. Patios must comply with municipal noise, sidewalk and signage by-laws;
 - d. Light fixtures must direct illumination into the patio area;
 - e. Furniture and accessories on the Outdoor Patio shall be secured when not in use and outside the hours of operation of the Licencee;
 - f. Smoking, vaping and the use of tobacco and/or cannabis on the Outdoor Patio shall not be permitted;
 - g. The capacity of the patio area allows for at least 1.11 square metres per person.
7. If the City, in its sole discretion, determines that any of the requirements as set out herein are not being complied with, it may provide the Licencee with reasonable opportunity to remedy or, where the City deems it appropriate, terminate this Agreement by providing the Licencee with written notice of termination and order the immediate removal of the Outdoor Patio to the satisfaction of the City.
8. If, in the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the City Property, such that removal of any portion of the entirety of the Outdoor Patio is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Outdoor Patio to its condition prior to such access by the City and/or emergency personal.

9. If food is to be prepared, served or consumed on the Outdoor Patio at any time, the Licencee represents and warrants that it has obtained all necessary approvals from Algoma Public Health for same. At no time shall the City be responsible for any matters related to the preparation of food on the Outdoor Patio. The Licencee shall fully indemnify and save harmless the City from and against all losses, costs, damages and expenses of every kind of nature which the City may suffer, be at or be put to by reason or in consequence of noncompliance by the Licencee.

Liability and Insurance

10. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Outdoor Patio. The Licencee shall be responsible for all costs, expenses and liabilities relating to the setup, presence, use and removal of the Outdoor Patio located on City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Outdoor Patio.
11. All matters related to the Outdoor Patio are the responsibility of the Licencee. At no time shall the City be responsible for any matters related to the Outdoor Patio, and the Licencee shall indemnify and save harmless the City from any costs, expenses and liabilities incurred and suffered by the City that may result from same.
12. 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 Outdoor Patio and associated approval of any liquor licence extension to the patio from the primary establishment 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 Outdoor Patio not occurred.
13. The Licencee shall keep in force during the term of this Licence Agreement property damage and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,000.00) and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Planning Division of the City of Sault Ste. Marie on or before the Commencement Date.

Termination

14. This Agreement shall terminate at 12:00 a.m. on October 2, _____. The City reserves the right to terminate this Agreement on any earlier date, for any reason without cause by providing written notice to the Licencee. The provisions of paragraphs 10-13 inclusive, 15 and 20 (if applicable) of this Agreement shall survive the termination of this Agreement.

Compliance with Laws

15. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the Outdoor Patio, and shall 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.

Taxes

16. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Outdoor Patio.

No Assignment

17. The Licencee shall not assign, transfer or make any other disposition of this Agreement, or of the rights conferred thereby, without the prior written consent of the City.

Liquor Regulation

18. The Licencee represents and warrants that it is the holder of a valid catering endorsement attached to its sales licence. The Licencee further represents and warrants that it has submitted a written form to the City requesting approval for the Outdoor Patio to have alcohol, Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act*.

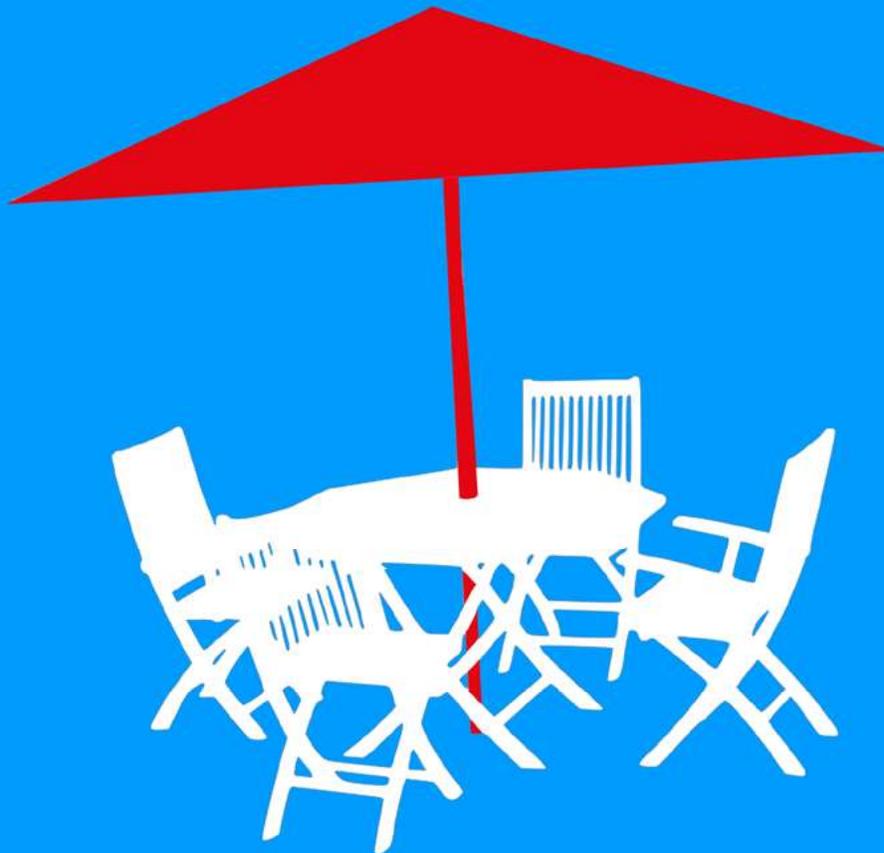
19. Prior to the commencement of construction and use of the Outdoor Patio, the Licencee shall receive written approval to serve alcohol from the City for the Outdoor Patio. In the event that such confirmation of approval has not been completed by the City by noon on the day prior to the Commencement Date, the Licencee acknowledges and agrees that the Licencee may proceed with an unlicensed Outdoor Patio until such time as the City provides and confirms to the satisfaction of the City that the Licencee has secured all necessary approvals and permissions to operate the licensed Outdoor Patio, at which point the Licencee may proceed with the licensed Outdoor Patio. Such written confirmation shall be sent as follows:

Peter Tonazzo
Director of Planning and Enterprise Services
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Tel: 705-759-2780
E-mail: p.tonazzo@cityssm.on.ca

20. The Licencee shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Outdoor Patio. At no time shall the City be responsible for any matters related to the establishments liquor licence with the AGCO. The Licencee shall 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 of such liquor licence requirements.

SIDEWALK PATIOS

REQUIREMENTS & GUIDELINES



SAULT STE. MARIE
March 2023

TABLE OF CONTENTS

PATIO TYPES	3
REQUIREMENTS	7
LIQUOR SALES	9
APPLYING FOR A PATIO <i>(application form and checklist)</i>	10

Sidewalk patios foster an inviting, thriving and vibrant downtown neighbourhood. They not only enhance the attractiveness and ambiance of the downtown, but they also create accessible community spaces and contribute to safe walking environments. As part of the ongoing revitalization efforts, the City is encouraging the use of sidewalks, boulevard spaces and on-street parking bays for patios.

The purpose of this booklet is to provide information on the design, operation and approval process for sidewalk patios. Patios must not impact the safety, accessibility and enjoyment of public space by others.

Questions? Please Contact:

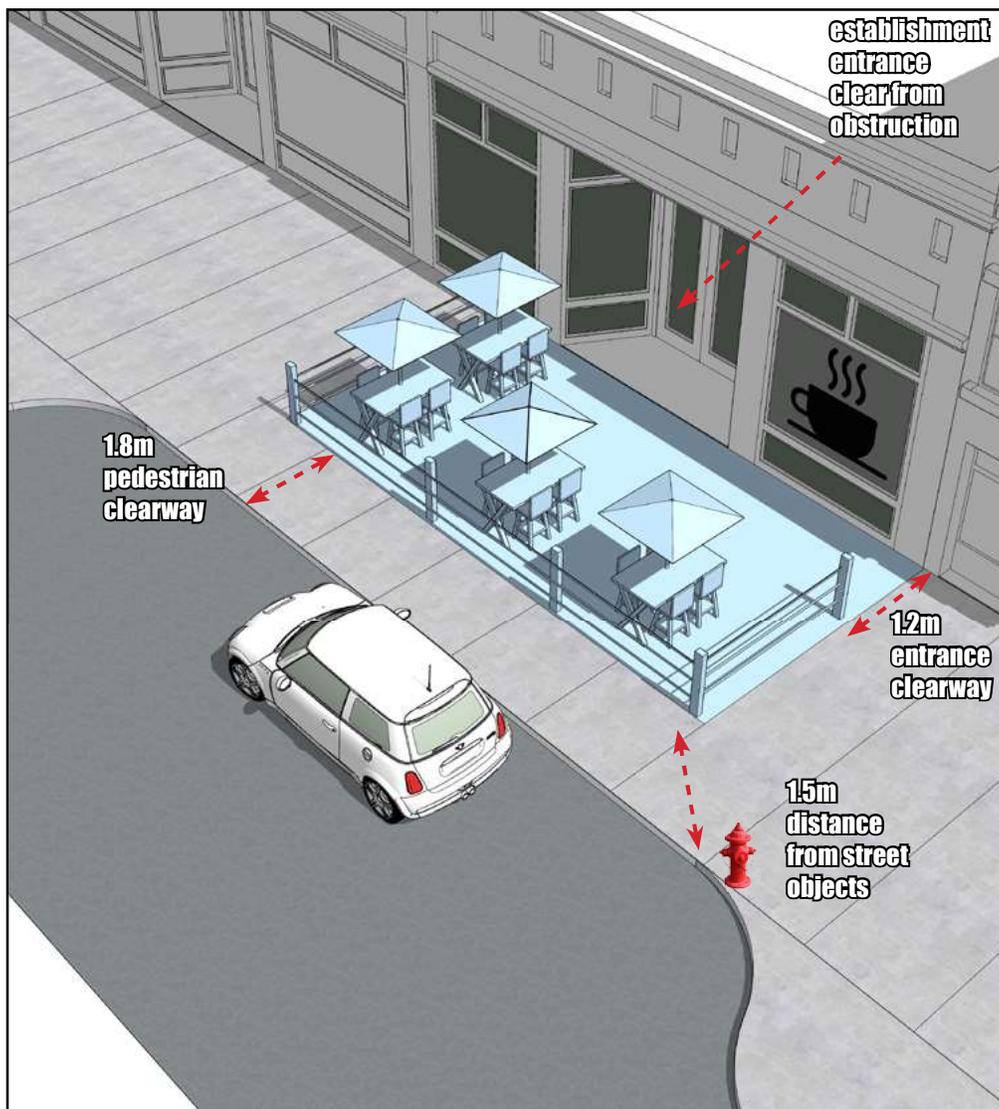
Jonathan Kircal, Planner: 705-759-6227 - j.kircal@cityssm.on.ca

PATIO TYPES

Frontage Patio

The patio is located along the face of the building and maintains sufficient pedestrian clearance between the edge of the patio and the curb.

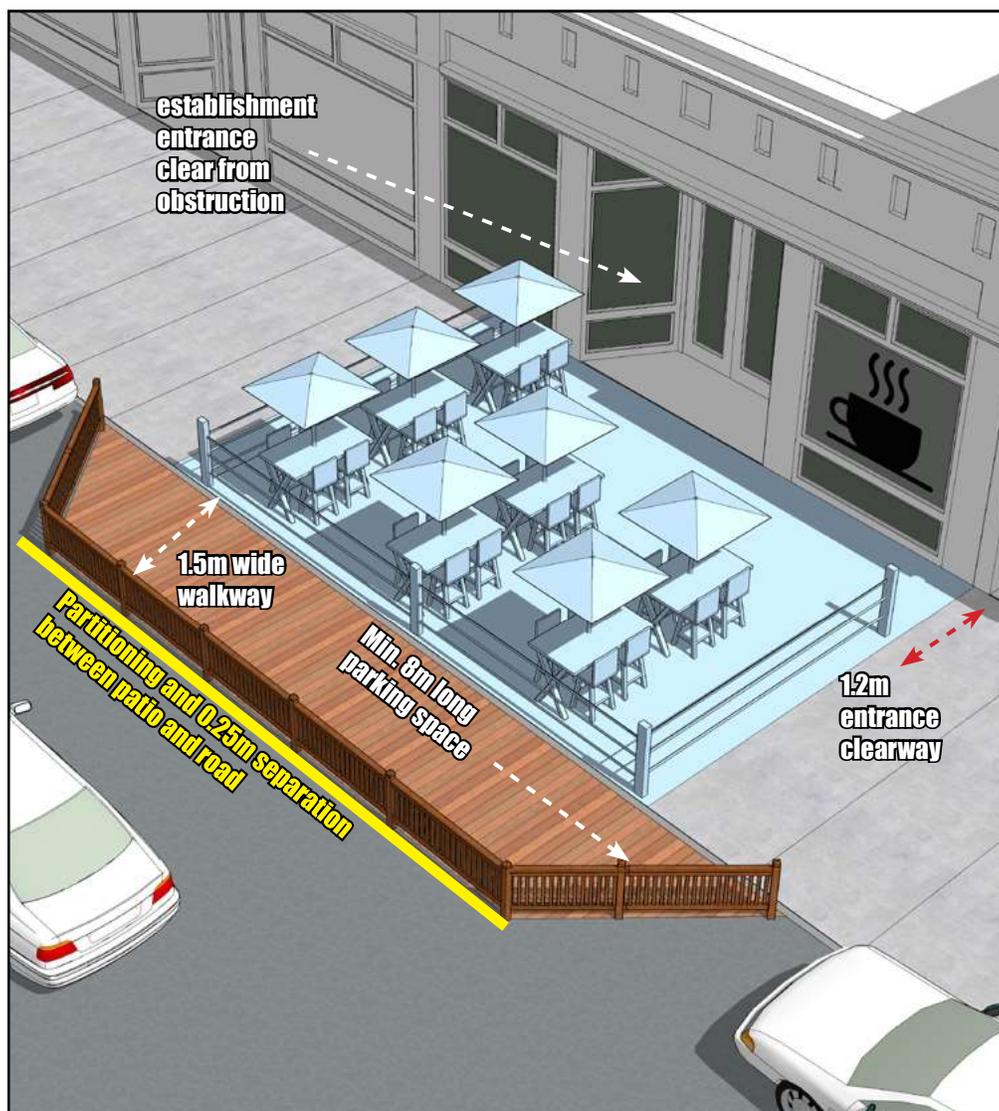
Patio applications are not required when only the front 0.75 metres of the building is used for chairs and tables for decorative purposes.



PATIO TYPES

Frontage Patio with Pedestrian Walkway

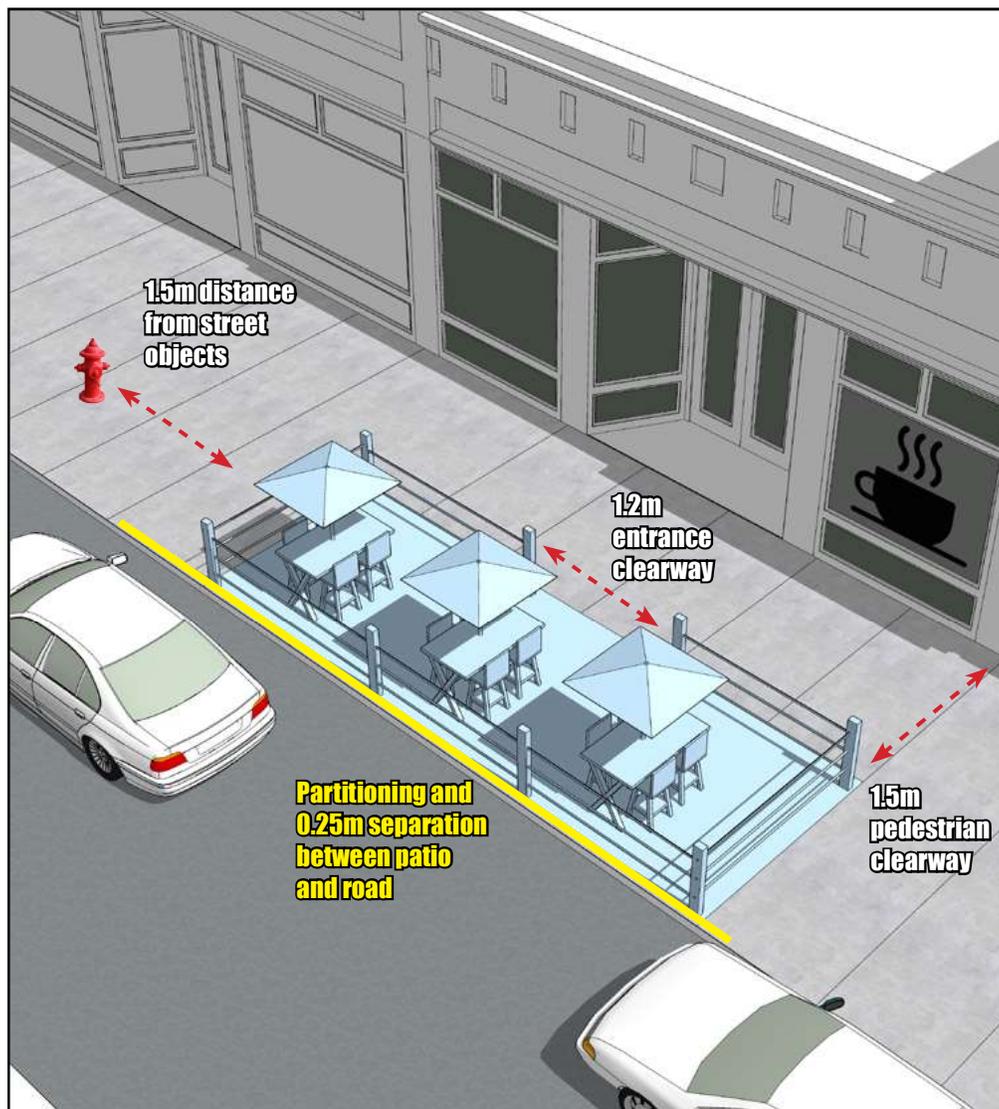
The patio is located along the face of the building and occupies the entire width of the sidewalk. A pedestrian walkway, located in an adjacent parking space, bypasses the patio.



PATIO TYPES

Curbside Patio

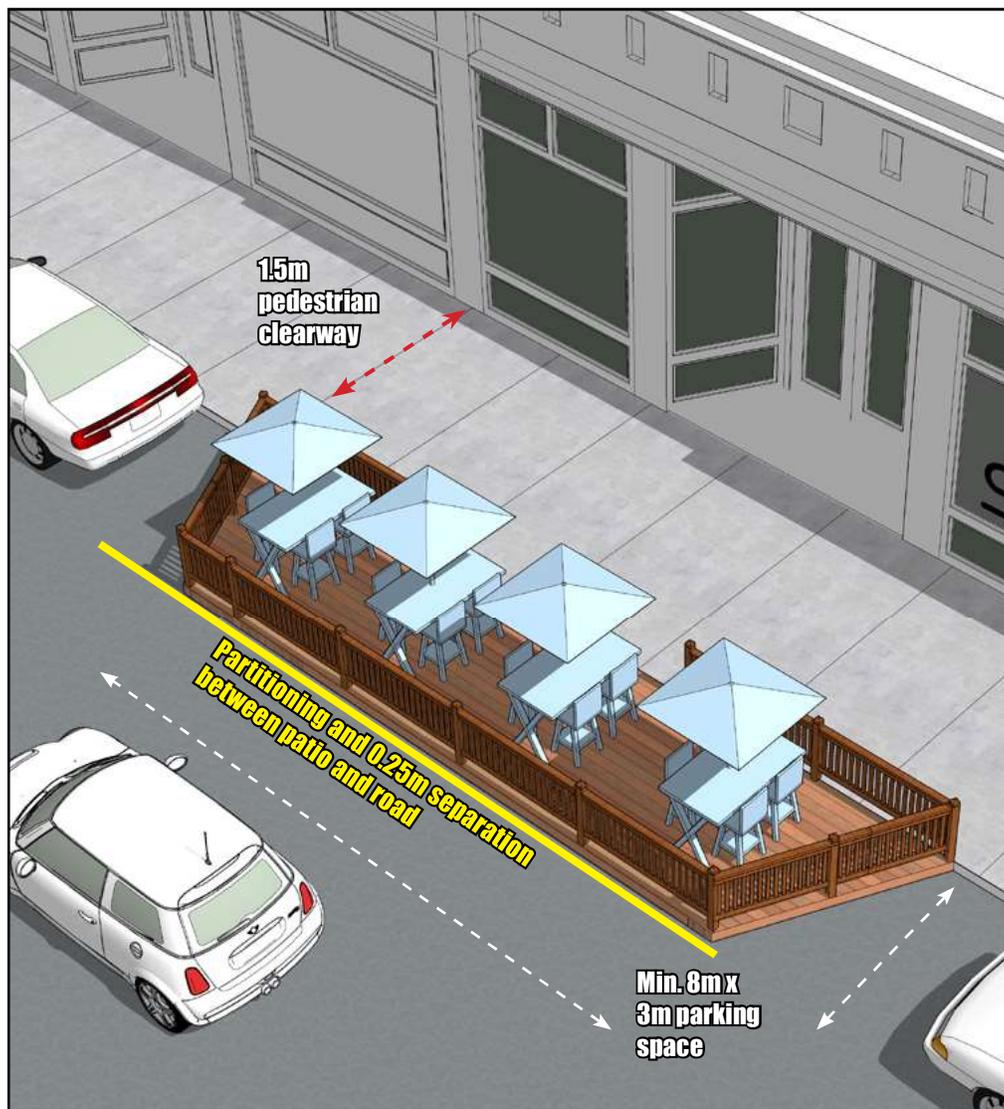
The patio is located along the curb and maintains sufficient pedestrian clearance between the edge of the patio and the building.



PATIO TYPES

Parklet Patio

The patio is located within a parking space. A sufficient pedestrian clearance between the edge of the patio and the building is maintained.



REQUIREMENTS

Patio Delineation

- Frontage patios can be delineated with objects and horizontal features (e.g. planters and decorative ropes), unless alcohol is to be served (see below).
- Curbside and parklet patios, and any patio where alcohol is to be served must be enclosed by a partition between 1m to 1.2 metres high.
 - A partition must take the form of an attractive fence or rail system, be easily removable, be free of jagged edges, and pose no trip hazard. They must be structurally strong and secure to support the weight of people leaning against them.
- Picket spacing must be at least 0.23m (9") apart to prevent head entrapment of a small child. For structural stability, post spacing must be no greater than 1.2m (48") apart when abutting a roadway.
- Patios, including pedestrian walkways, must not extend in front of other businesses without their written support.

Minimum Distances and Pedestrian Safety

- An unobstructed 1.5 metre wide pedestrian path must be maintained and be of the same elevation as the sidewalk. If the path is adjacent to a road, the width must then be 1.8 metres.
- Patio entrances must be at least 1.2 metres wide and be kept unobstructed.
- A 1.5 metre separation between the patio and street objects (e.g. benches, trees, bus stops, fire hydrants, lamp posts, and parking metres) is required. Consult with a Planner to determine if objects can be relocated, or if separation distances can be reduced.

Converting a Parking Space

- A parking space is 8 metres long by 3 metres wide. A fee will be applied to each space used.
- Patios and pedestrian walkways located within a parking space must feature reflectors for night safety.
- Patios and walkways must be setback at least 0.25 metres from the curb.

REQUIREMENTS

Patio Equipment

- Patio furniture, including umbrellas, must not obstruct vehicular or pedestrian visibility or movement.
- Outdoor heating devices must be CSA Group certified, and must be installed, operated and maintained according to the Technical Standards & Safety Authority (TSSA).
- Light fixtures should direct illumination into the patio area, rather than out towards the street.
- Patio furniture should be secured in place and be made out of durable and weather resistant materials (e.g. wrought iron, aluminum, steel and weatherproof fabrics). Plastic/vinyl furnishings are not permitted.

Patio Operation

- Patio season is between May 15 and October 1. Patios are not permitted outside of this timeframe, unless stated otherwise by the City. Sidewalks and parking spaces must be returned to their original condition at the end of the season.
- Patios must be equipped with fire-extinguishers in the presence of outdoor cooking appliances.
- Smoking, vaping and the use of cannabis are prohibited on patios on City property.
- Patios should be maintained in good working order and must comply with municipal noise, sidewalk and signage by-laws.
- At least one wheelchair accessible table that can be easily traveled to from the entrance must be provided.

Additional Approvals

- Consult the “Applying for a Patio” section for additional requirements.
- Lead time and unexpected issues can delay an application. Apply early to take full advantage of patio season.

LIQUOR SALES

If alcohol is to be served on the patio, the main premise (e.g. restaurant or bar) must have a liquor license from the Alcohol and Gaming Commission of Ontario (AGCO) . A copy of this license must be submitted to the City.

For more information, please consult with the following:

Contact a local AGCO representative directly:

Daniel McKee - AGCO Inspector

705-254-8417

daniel.mckee@agco.ca

Contact AGCO customer service:

Submit your questions online at www.agco.ca/iAGCO

or contact the AGCO's Customer Service at **416-326-8700**

or toll-free in Ontario **1-800-522-2876**

Patrons are strictly prohibited from carrying alcohol outside of a licensed patio area. In the case of a curbside or parklet patio, only employees of the licensed establishment may carry alcohol on the sidewalk between the patio and the business establishment.

APPLYING FOR A PATIO (Application Process)

- 1. Pre-application consultation:** before submitting an application to the City, meet with a Planner to discuss your proposal. This step can help explain the application process and requirements.
- 2. Starting the application:** determine if any liquor licenses or food permits are required from the Alcohol and Gaming Commission of Ontario (AGCO) and/or from Algoma Public Health (APH). Discuss the patio proposal with any adjacent businesses that could be impacted.
- 3. Submitting the application:** submit a completed application form to the Planner.
- 4. Application decision:** if the application and supporting documents (e.g. proof of insurance, AGCO license, APH permit) are approved, Planning staff will contact the applicant to sign a **License of Occupation Agreement**. Patio installation and operation can occur during the dates specified in the Agreement.

APPLYING FOR A PATIO (Application Form)

1. Applicant Information

Applicant is the:

- Landowner.
- Tenant who has been given permission from the landowner to make an application for a patio.
- Other:

Name:

Mailing address:

Email:

Phone:

2. Business and Proposed Sidewalk Patio Information

Legal business name:

Business address:

Type of patio proposed:

Frontage: Curbside: Parklet*: Frontage w/ walkway*:

*# of parking spaces to be used:

Number of proposed patio seats:

Patio dimensions:

3. Applicant Information

Will liquor be served on the patio premise:

Yes No

If Yes to the above, is the main establishment (e.g. restaurant or bar) licensed by the AGCO to serve alcohol?

Yes No

Will food be prepared outside the main kitchen?

Yes No

If Yes to the above, has the Algoma Public Health (APH) provided a temporary food permit?

Yes No

4. Signature

I, (print name) hereby declare that the information provided in this application is, to the best of my knowledge, a true and complete representation of the purpose and intent of this application. I submit this application with the acknowledgment that the information contained in this application will be on file in the City of Sault Ste. Marie Legal Department, will be circulated to various departments and agencies for comments, and will be made available to the public upon request.

Signature:

Date:

Please do not write below. Office use only.

Planning: _____
Building: _____
Public Works: _____
Accessibility Cmte: _____
Police Services: _____
Fire Services: _____
Algoma Public Health: _____

Date
Payment
Lic. duration

Planning Director Approval Sign-Off

APPLYING FOR A PATIO (Application Checklist)

- **1. APPLICATION FORM AND FEE** including any fees for using on-street parking space for a patio or pedestrian walkway. Consult with staff to determine fees, duration of license agreement and required annual renewals.
- **2. PROOF OF LIABILITY INSURANCE COVERAGE** for property damage and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount of at least \$2 million.
 - City of Sault Ste. Marie must be named as an Additional Insured.
 - Restaurant name and address must be referenced.
 - A 30 day cancellation notice period is required.
- **3. COLOUR PHOTOGRAPHS** of the business street frontage (showing adjacent businesses).
- 4. FULLY DIMENSIONED SITE PLAN**
 - Dimensions of the sidewalk patio area and measurements from the curb.
 - Identify any municipal fire connections, infrastructure, within or nearby the proposed sidewalk patio area such as parking meters,
 - utility poles, bus stops, trees/landscaping, tree planters or other notable obstructions.
 - Setback measurements between any of these obstructions and the edge of the proposed sidewalk patio are required.
 - Table and seating plan layout and any patio entrances/exits.
- **5. BCIN CERTIFIED** (Building Code Identification Number) drawing for walkways or patios within a parking space. A Building Permit from the City must be obtained annually for such structures. Other patio structures (e.g. pergola, shade structures) may also need a building permit.
- **6. NEIGHBOUR CONSULTATION** and written proof of support from affected businesses if the patio proposal will extend in front of other businesses.
- **7. FURNITURE AND APPLIANCE DETAILS**, including measurements of tables, chairs, umbrellas, fencing, partitions, signs, lighting and heating elements, and their materials. Include photos of comparable products.
- 8. OTHER AGENCY REQUIREMENTS** (if applicable).
 - Permit from Algoma Public Health.
 - License from the AGCO for the main establishment (e.g. the restaurant or bar).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-72

DELEGATED AUTHORITY CHIEF FINANCIAL OFFICER (CFO) OR CHIEF ADMINISTRATIVE OFFICER (CAO) TO EXECUTE AGREEMENTS RELATED TO BANKING SERVICES: A by-law to delegate to the Chief Financial Officer (CFO) or Chief Administrative Officer (CAO), the authority to enter into various agreements on behalf of the City of Sault Ste. Marie to complete the transition of banking services and subsequent legal documentation required for accounts, products and services.

WHEREAS Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, allows for City Council to delegate Council's powers under the *Municipal Act, 2001* to officers and employees of the City;

AND WHEREAS City Council considers it desirable for the purposes of efficiency and completion of the transition to delegate the authority to enter into agreements on behalf of the City as required to complete the transitions in regards to banking services by the CFO or CAO;

AND WHEREAS City Council considers it desirable for the purposes of efficiency to delegate the authority to the CFO or CAO, on behalf of the City to enter into any required agreements with respect to accounts, products, and services, to complete the transitions in regards to the banking services transfer and subsequent legal documentation required for accounts, products and services;

AND WHEREAS City Council considers it desirable for the purposes of efficiency to delegate the authority the CFO and CAO, on behalf of the City to negotiate and execute (when the current Service Agreement nears expiration), the stipulated 5 year extension agreement within the proponent (Scotiabank's) proposal;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, **ENACTS** as follows:

1. **AUTHORITY TO ENTER INTO BANKING SERVICES AGREEMENTS DELEGATED**

- (1) City Council hereby delegates to the CFO or CAO, Council's power to enter into agreements dealing with the aforesaid recitals on behalf of the City of Sault Ste. Marie.
- (2) Prior to signing any agreement, the CFO or CAO, shall consult with the Legal Department.
- (3) A copy of the signed agreement shall be filed with Clerks Department.

2. **EXECUTION OF DOCUMENTS**

The powers delegated to the CFO or CAO, under Section 1 of this by-law include the power to solely execute the agreements on behalf of The Corporation of the City of Sault Ste. Marie.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-73

TAXES: A by-law to confirm changes to The Corporation of the City of Sault Ste. Marie's Tax Rebate Program regarding property in the Commercial Property Class or the Industrial Property Class as established under By-Law 2002-124.

WHEREAS s.364 of The Municipal Act has been supplemented by Ontario Regulation Number 325/01 (hereinafter referred to as "O. Reg. 325/01");

AND WHEREAS under Ontario Regulation 581/17, a s.28 was added to O. Reg 325/01;

AND WHEREAS s.28 of O. Reg 325/01 applies s.364(12) of The Municipal Act to The Corporation of the City of Sault Ste. Marie (the "Municipality"), modifying its tax rebate program for the vacant portions of property in the Commercial Property Class and the Industrial Property Class, both as defined in s.364 of the Municipal Act, 2001, S.O. 2001, c.25, as amended (hereinafter referred to as the "Act");

AND WHEREAS notwithstanding the fact that the Municipality has adhered to and followed the requirements of s.28 of O. Reg 325/01 since 2017, Council of The Corporation of the City of Sault Ste. Marie wishes to confirm the applicability of s.28 of O. Reg 325/01 to its property vacancy tax rebate program via passage of a By-Law;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law:

"base property" has, for the purposes of this by-law, the meaning prescribed by s. 2(1) of O. Reg. 325/01;

"commercial property tax class" includes commercial, shopping centres and office building classifications;

"eligible property" means property that has been prescribed as such by the Minister of Finance (hereinafter referred to as the "Minister") in O. Reg.325/01 for the purposes of s.364 of the Act;

"industrial property tax class" includes industrial and large industrial classifications;

"period of time" means the period of time provided for in s.1, 2, 3 and 4 of O. Reg 325/01 unless otherwise provided for in this by-law;

“time” a reference to a period of at least ninety (90) consecutive days shall be read as a reference to a period of at least eighty-nine (89) consecutive days if the period includes all of the month of February;

“use” for the purposes of this by-law, the following activities or factors, without some other activity, do not constitute the use of a building or structure of a portion of a building;

- (1) Construction, repairs or renovation;
- (2) Heating, cooling, lighting or cleaning; or
- (3) The presence of fixtures.

2. Paragraph 7 of subsection 364 (2) of the Act does not apply for the 2018 taxation year and subsequent taxation years.
3. No rebate is payable under section 364 of the Act for a taxation year in respect of a building, structure or portion of a building if the Municipality paid or credited a rebate under that section in respect of the building, structure or portion, as the case may be, in respect of any three previous taxation years the earlier of which was,
 - (a) 2017; or
 - (b) the year that is nine years before the taxation year in respect of which the application is made, if that year is later than 2017.
4. Despite subsections 1 (1), (2) and (3), a building, structure or portion of a building is not prescribed to be an eligible property under section 364 of the Act if it is located on land that is classified in,
 - (a) the shopping centre property class as described in section 12 of Ontario Regulation 282/98 (General) made under the Assessment Act; or
 - (b) one of the industrial classes
5. Despite any requirement in subsection 1 (1) or (2) that a building, structure or portion of a building must not be used in order to be eligible property, the temporary use of a building, structure or portion of a building does not disqualify the building, structure or portion, as the case may be, from being eligible property in a taxation year if,
 - (a) the Municipality has passed a by-law respecting the provision of tax rebates to owners of property that has been temporarily used;
 - (b) the by-law is passed on or before January 31 in the year following the first taxation year to which it applies; and
 - (c) the by-law contains the maximum time that a building, structure or portion of a building may be temporarily used in order to be eligible for a rebate.
6. A By-Law referred to in subsection (6) may contain other requirements if they relate only to the type of property that may be temporarily used and the manner in which it may be temporarily used.

7. By-law 2002-124 is amended as follows:
Adding subsection 4(d)

(d) Not in compliance with a by-law of The Corporation of the City of Sault Ste. Marie.

8. All other processes and requirements regarding the Municipality's Vacancy Rebate program that have not been modified or changed by O. Reg 581/17 as confirmed by this By-Law and as contained in By-Law 2002-124 are deemed to continue unchanged.
9. Where there is a conflict between By-Law 2002-124 and this By-Law, the provisions of this By-Law shall be deemed to take precedence.

10. **EFFECTIVE DATE**

Except for provision 7 herein which shall take effect on the date of passing of this by-law, the provisions in this by-law have been in effect from the date that O. Reg 581/17 came into force and effect.

PASSED in open Council this 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-74

AGREEMENT: A by-law to amend By-law 2021-5 being a by-law to authorize certain new capital work(s) of The Corporation of the City of Sault Ste. Marie (the “Municipality”); which was a by-law to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing of such capital work(s); to authorize temporary borrowing from OILC to meet expenditures in connection with such capital work(s); and to authorize long-term borrowing for such capital work(s); through the issue of debentures to OILC.

WHEREAS Paragraph 5 of By-law 2021-5 states, “subject to the terms and conditions of the Financing Agreement and such other terms and conditions as OILC may otherwise require, the Mayor and the Treasurer are hereby authorized to long-term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree (the “Debentures”); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital work and does not exceed the related loan amount set out in column (4) of Schedule “A” in respect of such Capital Work”;

AND WHEREAS the parties entered into Financing Agreement No. 1557 dated and effective as of April 16, 2021 (the “Financing Agreement”) in which OILC agreed to provide short-term and long-term financing for the Municipality’s capital projects as more particularly described in the Financing Agreement in the amount of \$28,800,000;

AND WHEREAS on May 31, 2021, by way of Council Report by the Chief Financial Officer & Treasurer the long-term debt requirement regarding the revised financing plan for the NCC Twin Pad Expansion was stated to be reduced from the amount of \$28,800,000;

AND WHEREAS on June 25, 2021 the parties entered into an Amending Agreement effective June 25, 2021 amending the “Committed Amount” from 28,800,000 to \$14,500,000;

AND WHEREAS by Council Report of the Chief Financial Officer & Treasurer dated March 20, 2023 Council approved the revised debt financing term for the NCC Twin Pad Expansion from 25 years to 15 years;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie, pursuant to section 397(1) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, **ENACTS** as follows:

1. **BY-LAW 2021-5 AMENDED**

By-law 2021-5 is amended as follows:

Paragraph 1. of By-law 2021-5 is hereby amended by deleting "\$28,800,000";

Paragraph 1 of By-law 2021-5 is hereby amended by inserting "\$14,500,000";

Schedule "A" of By-law 2021-5 is hereby amended as follows:

Deleting "(3) Estimated Expenditure \$28,800,000";

Inserting "(3) Estimated Expenditure \$14,500,000";

Deleting "(4) Loan Amount \$28,800,000"; and

Inserting "(4) Loan Amount \$14,500,000".

2. **SCHEDULES "A" AND "B"**

Schedule "A", being a copy of the Amending Agreement dated June 25, 2021 and Schedule "B", being a copy of the Council Report of the Chief Financial Officer dated March 20, 2023 are attached hereto and form 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 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

da LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-74 AMENDING BY-LAW 2021-5 OILC AGREEMENT NCC.DOCX

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "**Amending Agreement**"), made in duplicate, dated and effective as of 25th day of June 2021.

BETWEEN:

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION
(hereinafter referred to as "**OILC**");

AND:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (hereinafter referred to as the "**Municipality**")

WHEREAS the parties entered into Financing Agreement No. 1557 dated and effective as of April 16, 2021 (the "**Financing Agreement**") in which OILC agreed to provide short-term and long-term financing for the Municipality's capital projects as more particularly described in the Financing Agreement in the amount of \$28,800,000;

AND WHEREAS the Municipality has requested that the Lender decrease the Committed Amount under the Financing Agreement from \$28,800,000 to \$14,500,000;

AND WHEREAS pursuant to Section 16(b) of the Financing Agreement, the parties wish to amend the Financing Agreement on the terms and conditions set out in this Amending Agreement;

NOW THEREFORE in consideration of the covenants of each of the parties contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties) the parties agree as follows:

1. Capitalized terms used but not defined in this Amending Agreement shall have the meanings given in the Financing Agreement.
2. The above recitals are hereby made a part of this Amending Agreement and the Borrower acknowledges and agrees that each of the recitals is true and correct.
3. All references to "Committed Amount" are deleted in its entirety and is replaced with the following:

\$14,500,000 (the "**Committed Amount**")
4. The Municipality represents and warrants that the representations and warranties set forth in the in paragraph 2 of the Financing Agreement, as amended by this Amending Agreement, are true and correct on and as of the date of this Amending Agreement.
5. In all other respects and except as expressly amended hereunder, any and all terms of each Financing Agreement and subsequent amendments, shall remain in full force and effect.

6. This Amending Agreement may be executed by the parties electronically in accordance with the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17.
7. This Amending Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered, including any electronic transmission of an executed signature page, shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the date first mentioned above.

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION

By: Ron Harmon Digitally signed by Ron Harmon
Date: 2021.06.25 14:01:43 -04'00'

Name: Ron Harmon
Title: Director, Credit Risk

By: George Skariah Digitally signed by George Skariah
Date: 2021.06.28 08:09:06 -04'00'

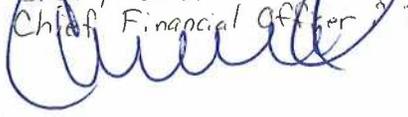
Name: George Skariah
Title: Senior Vice President, Finance and Lending

We have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: 

Name: Shelley Skell
Title: Chief Financial Officer & Treasurer

By: 

Name: Christian Provenzano
Title: Mayor, City of Sault Ste. Marie.

I/We have the authority to bind the Corporation

[Affix Seal]



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer &
Treasurer
DEPARTMENT: Corporate Services
RE: Revised Financing Term-NCC Twin Pad Expansion

Purpose

The purpose of this report is to provide Council with information and a recommendation regarding the debt servicing term for the NCC-Twin Pad Expansion.

Background

On December 7, 2020 Council approved the funding of the Twin Pad project through long term debt up to \$28,800,000. The Borrowing by-law approving the long term debt was approved by Council on January 11, 2021. Application was made to Infrastructure Ontario and was approved and the agreement signed April 16, 2021.

On May 31, 2021 Provincial funding was announced for \$18,332,647 for the project. The total project was approved in the amount of \$32,809,500, resulting in a decrease of long term debt to \$14,500,000. The agreement with IO was amended to reflect the new amount on June 25, 2021. The term of the debt remained at 25 years.

Analysis

With the grand opening of the NCC-Twin Pad Arenas on March 6, 2023 the draw of the debt for the project will be finalized. As noted the approval term is currently at 25 years. There is an opportunity to reduce the loan term to 15 years resulting in an interest savings of approximately \$4.3 million.

Revised Financing Term-NCC Twin Pad Expansion

March 20, 2023

Page 2.

The 2023 approved operating budget provided \$1.4 million in debt servicing, based upon a 15 year term. The debt servicing and interest costs for various terms based upon the IO rates at February 3, 2023 are:

Term	Annual Repayment	Total Interest for Term	Interest Rate
15 year	\$1,311,455	\$5,171,775	4.08%
20 year	\$1,090,688	\$7,313,750	4.25%
25 year	\$ 959,830	\$9,495,755	4.32%

It is recommended that Council approve the amendment of the loan term to 15 years. IO will have to complete a subsequent review and approval for the change in the loan term after which the process to draw the full loan will begin.

Delegated authority under by-law 2021-5, which authorized the long term borrowing, allows for the Mayor and Treasurer to negotiate and enter into, execute and deliver for and on behalf of the Municipality a financing agreement with IO for this capital project. There will be a debenture by-law that will be passed at Council at a later date.

Financial Implications

The change in the approved loan term from 25 years to 15 years will provide a savings of \$4.3 million based upon current borrowing rates. Debt servicing of \$1.31 million for a 15 year term can be accommodated in the 2023 operating budget.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated March 20, 2023 regarding the revised debt financing term for the NCC Twin Pad Expansion from 25 years to 15 years be approved.

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

BY-LAW 2023-75

POLICY FOR MUNICIPALLY SIGNIFICANT EVENTS AND DELEGATED AUTHORITY:

A by-law to approve the Municipally Significant Events (AGCO Special Occasion Permits) policy.

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 Policy dated May 1, 2023, a copy of which is attached as Schedule "A" hereto. This Policy is to establish criteria to designate a public event as a municipally significant event.

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 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA



Subject: Municipally Significant Events (AGCO Special Occasion Permits)
Service Area: Corporate Services (City Clerk)
Source: By-law 2023-75
Date: May 1, 2023

Purpose:

The purpose of this policy is to establish criteria to designate a public event as a municipally significant event.

Application:

This policy shall apply to public event organizers seeking designation of a public event as a “municipally significant event” for the purpose of applying to acquire a special occasion permit under the *Liquor Licence and Control Act*, as amended, for the sale and service of alcohol at a public event.

Definitions:

“Business day” shall mean any Monday, Tuesday, Wednesday, Thursday or Friday excluding any of those days that fall on a statutory holiday

“City” shall mean The Corporation of the City of Sault Ste. Marie

“Municipally significant event” shall mean a one-time annual or infrequently occurring event that is open to the public, has a pre-determined opening and closing date and time and which:

- a. Has a local, regional, national or international historical or cultural significance;
- b. Builds awareness of diverse cultures;
- c. Promotes the social, cultural or economic development of the City; or
- d. Benefits the community at large.

“Public event” shall mean an event that is open to the general public.

Scope:

The City Clerk is delegated authority to issue a letter designating a public event as a municipally significant event on behalf of the City.

The City Clerk shall circulate all applications for designation as a municipally significant event to the following stakeholders for comment:

- a. Sault Ste. Marie Fire Service
- b. City By-law Enforcement Division
- c. City Chief Building Official
- d. City Risk Manager
- e. Sault Ste. Marie Police Service



f. Algoma Public Health

The stakeholders listed above shall be given five (5) business days to provide any concerns regarding the application for designation as a municipally significant event, after which the City Clerk will proceed to evaluate the request based upon any concerns received within the given time frame.

Public events must meet the following criteria to be considered by the City of Sault Ste. Marie for designation as a municipally significant event:

- a. Fall within the definition of a municipally significant event as defined in this policy;
- b. Serve the public interest by upholding the by-laws and policies of the City of Sault Ste. Marie and any other applicable legislation; and
- c. Will host no less than 100 members of the general public.

Applicants must submit their request for designation as a municipally significant event on the prescribed application form no less than forty-five (45) days before the proposed event for events under 5,000 attendees and no less than seventy-five (75) days before the proposed event for events over 5,000 attendees.

Applicants must maintain a minimum of five million (\$5,000,000) dollars liability insurance naming "The Corporation of the City of Sault Ste. Marie" as an additional insured providing a Certificate of Insurance showing same, at least ten (10) business days prior to the event. The permit holder shall be required to indemnify and save the City of Sault Ste. Marie harmless from all claims arising from the permit or event. Each event will be considered on its own merit, noting that the actual insurance limits required may be increased at the discretion of the City of Sault Ste. Marie.

The City Clerk will issue a letter to the applicant declaring the event as municipally significant only if it meets the above criteria.

The City Clerk is not obligated to designate any event as municipally significant and may refer the request to City Council for a decision.

Note: While the City of Sault Ste. Marie may designate an event, the Registrar for the Alcohol and Gaming Commission of Ontario has the final decision as to whether or not to issue a special occasion permit for a public event.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-26

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of Class "A" pavement on Mark Street from Churchill Boulevard to Lake 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

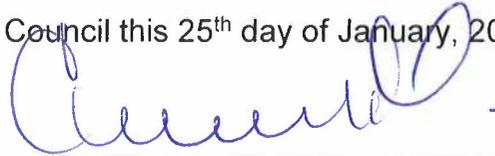
WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

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 January, 2021.



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – RACHEL TYCZINSKI

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class “A” pavement on Mark Street from Churchill Boulevard to Lake Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council and passed this 1st day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

da LEGAL\STAFF\COUNCIL\BY-LAWS\2022 - 1951\2021\2021-26 THIRD READING.DOCX



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 2021-26 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

January 25, 2021

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Mark Street
From:	Churchill Boulevard
To:	Lake Street
Estimated Cost of Work:	\$1,840,000.00
Estimated Assessable Abutting Frontage:	363.1 m
Estimated Cost to be Borne by Assessable Abutting Property:	\$48,482.05
Estimated Cost to be Borne by The Corporation:	\$1,791,517.95
Special Rate per Metre Frontage:	\$128.00
Estimated Interest Rate Term:	2.95% 10 years
Estimated Annual Rate per Metre Frontage:	\$3.40
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Carl Rumié".

Carl Rumié, 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 2021-26

<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-20-01	Mark Street	Chuchill Boulevard	Lake Street	750	1.5M	663.8 m	\$11,741.88