The Corporation of the City of Sault Ste. Marie

Regular Meeting of City Council ;

Revised Agenda

Monday, December 18, 2023

5:00 pm

Council Chambers and Video Conference

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

Pages

1. **Land Acknowledgement**

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

2. **Adoption of Minutes** 15 - 61

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that the Minutes of Special Council Meeting of November 15, 2023, Regular Council Meeting of November 20, 2023 and Budget Meeting of December 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 R. Zagordo

Seconder Councillor S. Spina
Resolved that the Agenda for December 18, 2023 City Council Meeting as presented be approved.

6. Presentations

6.1 Imam Saber Alkilani, Islamic Association of Sault Ste. Marie

6.2 Tourism Sault Ste. Marie Strategic Plan 62 - 77

Clark Hoskin, Senior Manager, Economic Advisory; Darcy Acton, Senior Associate, Economic Advisory; and Sarah Lewis, Manager Economic Advisory, Deloitte

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina
Resolved that all the items listed under date December 18, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.

7.1 Correspondence 78 - 80

Mayor Shoemaker to the Right Honourable Prime Minister Justin Trudeau regarding Intimate Partner Violence

Mayor Shoemaker to the Honourable Sylvia Jones, Deputy Premier and Minister of Health regarding Concurrent Disorders Intensive Day Treatment Programming

7.2 Supervised Consumption Site(s)

A report of the CAO will be added to the Addendum to the Agenda.

7.2.1 Report of the CAO *81 - 85*

Mover Councillor A. Caputo

Seconder Councillor S. Spina
Resolved that the report of the CAO dated December 18, 2023 concerning Potential Supervised Consumption Site Update be received as information.

7.3 Outstanding Council Resolutions Update

A report of the CAO will be added to the Addendum to the Agenda.

7.3.1 Report of the CAO *86 - 92*

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina
Resolved that the report of the CAO dated December 18, 2023 concerning

Outstanding Resolutions List be received, and that the following resolutions be removed from the list be approved: Downtown Sault Ste. Marie, Downtown Trolley, Complete Streets Plan – Pine/Willow Area, and Surface Water Monitoring Program.

7.4 2024 Borrowing By-law 93 - 94

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

The relevant By-law 2023-212 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.5 M.S. Norgoma Update and Decommissioning 95 - 97

A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor A. Caputo

Seconder Councillor S. Spina
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services concerning M.S. Norgoma Update and Decommissioning be received and that Council approve the waiving of the landfill fees for non-ferrous materials, including contaminants of the M.S. Norgoma and decommissioning costs up to a maximum of $405,000 from the Contingency Reserve.

The relevant By-law 2023-211 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.6 Outside Agency Grant Agreements 2024 98 - 99

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

The relevant By-laws 2023-200, 2023-201, 2023-202 and 2023-203 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.7 Watchtower Convention Agreement 2024 100 - 101

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

The relevant by-law 2023-194 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth
Resolved that the Director of Community Services be delegated authority to sign a 2025 agreement with Watch Tower for the Watchtower Convention. The Director may change/set any required dates/fees and shall ensure the

agreements are reviewed by the Legal and Finance Departments.

7.8 Designated Heritage Property Tax Rebates 2023

102 - 104

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Manager of Recreation and Culture dated December 18, 2023 concerning Designated Heritage Property Tax Rebates be received and that the designated heritage property tax rebates for the 2022 tax year be approved and paid to the qualified owners of designated heritage properties enrolled in the program as follows:

1. 875 Queen Street East – Insect Pathology Lab
2. 864 Queen Street – Algonquin Hotel
3. 119 Woodward Avenue
4. 10 Kensington Terrace – Upton House (Units #1, #2 and #3)
5. 193 Pim Street – Wellington Square Townhouse
6. 358-366 Queen Street East – Barnes-Fawcett Blocks
7. 1048 Queen Street – Eastbourne
8. 708-710 Queen Street East – Dawson Block
9. 69 Church Street
10. 36 Herrick Street
11. 242-246 Queen Street East – Hussey Block

7.9 Tourism Development Fund Applications – November 2023

105 - 112

A report of the Director of Tourism and Community Development is attached for the consideration of Council.

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Director of Tourism and Community Development dated December 18, 2023 concerning Tourism Development Fund applications November 2023 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $141,000, as detailed below be approved:

1. Double Decker Bus Tours ($90,000)
2. Beaver Freezer Marathon ($20,000)
3. Sault Ringette Club – Northeast Regional Championships ($20,000)
4. Soo Finnish Nordic Ski Club – Ontario Youth Championships ($5,000)

5. Crank the Shield 2024 ($6,000)

7.10 Municipal Law Enforcement Officers

113 - 113

A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2023-199 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.11 Reconstruction of Wemyss Street – Engineering Fees

114 - 115

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that the report of the Municipal Services and Design Engineer dated December 18, 2023 concerning the engineering fees for Wemyss Street Reconstruction be accepted and that Council approve increasing the engineering fee limit in Tulloch's agreement by $86,478.

7.12 Waste Management Environmental Assessment

116 - 117

A report of the Manager of Development and Environment Engineering is attached for the consideration of Council.

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth
Resolved that the report of the Manager of Development and Environmental Engineering dated December 18, 2023 concerning Waste Management Environmental Assessment be received as information.

7.13 Sault Area Hospital Emergency Assistance Agreement

118 - 119

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that the report of the Community Emergency Management Coordinator dated December 18, 2023 concerning Sault Area Hospital Emergency Assistance Agreement be received and that Council hereby confirms their review of this Agreement and approves the continuance of this Agreement on the same terms and conditions as set out therein.

7.14 Batchewana First Nation Rankin Reserve Fire Protection Agreement

120 - 121

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

The relevant By-law 2023-195 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.15 Sale of Surplus Property – 193 James Street 122 - 124

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

The relevant By-Law 2023-193 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.16 Proposed Amendments to Zoning By-law 2005-150: Residential Development Regulations 125 - 137

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth
Resolved that the report of the Planner dated December 18, 2023 concerning proposed amendments to zoning By-law 2005-150: Residential Development Regulations be received and that Council direct staff to provide formal public notice to hear these zoning amendments at the January 29, 2024 Council meeting.

7.17 A-1-23.CIP – Economic Growth Community Improvement Plan 2023-2028 138 - 148

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

The relevant Bylaw 2023-197 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.18 Extension of Wastewater Services – PUC Services Inc.

A report be added to the Addendum to the Agenda.

The relevant By-law 2023-205 will appear on the Addendum under Agenda item 12 and will be read with all by-laws under that item.

7.18.1 Report of the Assistant City Solicitor/Senior Litigation Counsel *149 - 150*

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

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.3.1 Tourism Sault Ste. Marie Strategic Plan (2023 – 2028) 151 - 216

A report of the Director of Tourism and Community Development is attached for the consideration of Council.

Mover Councillor R. Zagordo

Seconder Councillor S. Spina
Resolved that the report of the Director of Tourism and Community Development dated December 18, 2023 concerning Tourism Sault Ste. Marie Strategic Plan 2023-2028 be received as information.

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-12-23-OP Official Plan Affordable Housing Policies 217 - 228

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that the report of the Director of Planning dated December 18, 2023 concerning A-12-23-OP Affordable Housing Policies be received and that Council approve the application by repealing the existing Housing Policies within the Official Plan and replacing them with the affordable housing policies outlined in Official Plan Amendment No. 248;

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

8.7.1.1 Correspodence Received 229 - 229

8.8 Boards and Committees

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

9.1 Delivery of Print Materials

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Whereas in recent history there has been a significant change in the method and delivery of flyers, newspapers and unsolicited print materials door to door

in our community; and

Whereas many of these items are being improperly delivered by being thrown in driveways, on lawns or on boulevards often being left for days at a time; and

Whereas in the winter months, the materials can be left in driveways and covered by snow causing them to be caught in snowblowers; and

Whereas this may cause avoidable and unnecessary damage to snowblowers or cause the materials, including plastic bags, to be blown across lawns, sidewalks, boulevards or the street causing unneeded stress to our environment; and

Whereas it is desirable to regulate the delivery of flyers, newspapers and unsolicited print materials to residences in our community.

Now Therefore Be It Resolved that staff be requested to review the process of enacting a by-law for the purpose of regulating the delivery of flyers, newspapers and unsolicited print materials to residences by requiring them to be delivered to the door or an appropriate receptacle on the property such as a mailbox and that staff consult similar by-laws in communities in Ontario for reference in creating such a by-law.

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 A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that all By-laws under item 12 of the Agenda under date December 18, 2023 save and except By-law 2023-209 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 2023-183 (Finance) User Fees 2024 230 - 256

Council Report passed by Council Resolution on December 11, 2023.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-183 being a by-law to establish user fees and service charges be passed in open Council this 18th day of December, 2023.

12.1.2 By-Law 2023-193 (Property Surplus and Sale) 193 James Street (James St. Co. Limited Alan Spadoni) 257 - 258

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-Law 2023-193 being a by-law to declare the City owned property legally described as PIN 31578-0049(LT) PT LT 6 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S AS IN T434356; T/W T434356; SAULT STE. MARIE being civic 193 James Street as surplus to the City's needs and to authorize the disposition of the said property to James St. Co. Limited (Alan Spadoni) be passed in open Council this 18th day of December, 2023.

12.1.3 By-law 2023-194 (Agreement) Watch Tower Convention 2024 259 - 270

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-Law 2023-194 being a by-law to authorize the execution of the Agreement between the City and the Watch Tower Bible and Tract Society of Canada (Watchtower) for the Watchtower Convention 2024 be passed in open Council this 18th day of December, 2023.

12.1.4 By-law 2023-195 (Agreement) Batchewana First Nation Rankin Reserve Fire Protection 271 - 274

A report from the Fire Chief is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-195 being a by-law to authorize the execution of the Agreement between the City and THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D for a one (1) year renewal to provide fire protection services for THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D be passed in open Council this 18th day of December, 2023.

12.1.5 By-law 2023-196 (Official Street Names) List 275 - 284

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-196 being a by-law to re-adopt Official Street Names List be passed in open Council this 18th day of December, 2023.

12.1.6 By-law 2023-197 (Planning) Community Improvement Project Area (Improvement Plan) 285 - 292

A report from the Junior Planner is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-197 being a by-law to designate the entire municipality of the City of Sault Ste. Marie as a Community Improvement Project Area and to implement and adopt the Sault Ste. Marie Economic Growth Community Improvement Plan be passed in open Council this 18th day of December 2023.

12.1.7 **By-law 2023-198 (Zoning) 1281 Northern Road (Onofrio's Inc.)** 293 - 295

Council Report passed by Council resolution on November 20, 2023.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-198 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1281 Great Northern Road (Onofrio's Inc.) be passed in open Council this 18th day of December, 2023.

12.1.8 **By-law 2023-199 (Parking) By-law Enforcement Officers Amend By-law 93-165** 296 - 298

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-199 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 18th day of December, 2023.

12.1.9 **By-law 2023-200 (Agreement) Soo Pee Wee Arena Outside Agency Grant** 299 - 308

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-200 being a by-law to authorize the execution of the Agreement between the City and Soo Arena Association (o/a Soo Pee Wee Arena) for a grant in the amount of Twenty Three Thousand Nine Hundred Seven Nine ($23,979) Dollars be passed in open Council this 18th day of December, 2023.

12.1.10 **By-law 2023-201 (Agreement) Art Gallery of Algoma Outside Agency Grant** 309 - 318

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-Law 2023-201 being a by-law to authorize the execution of

the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred Ninety-Eight Thousand Five Hundred Fifty ($298,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors be passed in open Council this 18th day of December, 2023.

12.1.11 By-law 2023-202 (Agreement) Bushplane Heritage Outside Agency Grant 319 - 329

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-Law 2023-202 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred Seventy-Five Thousand ($175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance as well as to serve as a centre for research and information on bushplane and forest fire heritage be passed in open Council this 18th day of December, 2023.

12.1.12 By-law 2023-203 (Agreement) 49th Field Regiment Museum Outside Agency Grant 330 - 339

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-203 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Sixty Thousand ($260,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area be passed in open Council this 18th day of December, 2023.

12.1.13 By-law 2023-204 (Agreement) CUPE 67 – Civic Centre 340 - 399

Council Report was passed by Council resolution on June 19th, 2023.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-Law 2023-204 being a by-law to authorize the execution of the Agreement between the City and Local No. 67 Canadian Union of Public Employees - Civic Centre for the term commencing February 1, 2023 to January 31, 2028 be passed in open Council this 18th day of December, 2023.

400 - 402

12.1.14 **By-Law 2023-206 (Zoning) 551 Korah Road Removal of Holding Provision (1000285353 Ontario Inc. – Steve Ficociello)**

Council report was passed by Council resolution on November 20th, 2023.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-206 being a by-law to remove the Holding (H) Provision from Zoning By-laws 2005-150 and 2005-151 for a part of the lands known municipally as 551 Korah Road (1000285353 Ontario Inc. – Steve Ficociello) be passed in open Council this 18th day of December, 2023.

12.1.15 **By-law 2023-209 (Parking) Municipal Law Enforcement Officers Amend By-law 90-305** 403 - 407

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-209 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 18th day of December, 2023.

12.1.16 **By-law 2023-210 (Collective Bargaining Agreement) United Steelworkers Local 2251 – Transit** 408 - 435

Council report was passed by Council resolution on March 20th, 2023.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-210 being a by-law to authorize the execution of an agreement between the City and United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) for the term commencing February 1, 2023 to January 31, 2028 be passed in open Council this 18th day of December, 2023.

12.1.17 **By-law 2023-211 (Agreement) Norgoma Decommissioning** 436 - 450

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-211 being a by-law to authorize the execution of the Agreement between the City and Purvis Marine Ltd. for the decommissioning of the M.S. Norgoma be passed in open Council this 18th day of December, 2023.

12.1.18 **By-law 2023-212 (Finance) Borrowing Current Expenditures** 451 - 453

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-212 being a by-law to authorize the temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2024 be passed in open Council this 18th day of December, 2023.

12.1.19 By-law 2023-205 – Extension of Wastewater Services *454 - 498*

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-205 being a by-law to authorize the execution of the Amending Agreement between the City and PUC Services Inc. for the operation and maintenance of the City's wastewater treatment facilities be passed in open Council this 18th day of December, 2023.

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

12.2.1 **By-law 2023-207 (Local Improvement) Spruce Street** 499 - 502

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-207 being a by-law to authorize the construction of Class "A" pavement on Spruce Street from Railroad Avenue to Wilcox Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be passed in open Council this 18th day of December, 2023.

12.2.2 **By-law 2023-208 (Local Improvement) Lake Street** 503 - 506

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-208 being a by-law to authorize the construction of Class "A" pavement on Lake Street from Queen Street East to Civic 24 Lake Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be passed in open Council this 18th day of December, 2023.

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

12.3.1 **By-law 2023-144 (Agreement) Enbridge Gas Inc.** 507 - 517

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2023-144 being a by-law to authorize a Franchise Agreement between The Corporation of the City of Sault Ste. Marie and Enbridge Gas Inc. be read a THIRD time and finally passed in open Council this 18th day of December, 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 R. Zagordo

Seconder Councillor S. Spina
Resolved that this Council move into closed session to discuss one item concerning solicitor-client privilege;

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

Municipal Act R.S.O. 2002 – section 239 2 (f) advice that is subject to solicitor-client privilege

15. Adjournment

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth
Resolved that this Council now adjourn.

The Corporation of the City of Sault Ste. Marie

Special Meeting of City Council

Minutes

Wednesday, November 15, 2023
4:30 pm
Russ Ramsay Board Room
Civic Centre

Present:	Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor S. Kinach, Councillor C. Gardi
Absent:	Councillor S. Spina, Councillor M. Bruni, Councillor M. Scott
Officials:	M. White, M. Zuppa, L. Girardi, T. Vair, S. Schell, B. Lamming, T. Anderson, P. Tonazzo, R. Van Staveren, M. Borowicz-Sibenik, N. Ottolino, T. Vecchio, F. Coccimiglio, K. Vaudry

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1. Land Acknowledgement

2. Approve Agenda as Presented

Moved By Councillor S. Hollingsworth
Seconded By Councillor C. Gardi

That the Agenda for the November 15, 2023 Special City Council Meeting as presented be approved.

Carried

3. Declaration of Pecuniary Interest

4. Committee of the Whole

Moved By Councillor L. Dufour
Seconded By Councillor C. Gardi

Resolved that City Council now proceed into Committee of the Whole to consider the following matter referred to it for consideration – Strategic Plan Workshop.

Carried

5. CAO Presentation

M. White was in attendance.

Quorum was lost at 6:00 pm and the meeting adjourned.

6. Committee of the Whole

Moved By Councillor L. Dufour
Seconded By Councillor A. Caputo

Resolved that the Committee of the Whole Council now rise without reporting on the matter referred to it by City Council – Strategic Plan.

7. Adjournment

Moved By Councillor L. Dufour
Seconded By Councillor A. Caputo

That this Council shall now adjourn.

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Mayor

_____

Deputy City Clerk

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, November 20, 2023
5:00 pm
Council Chambers and Video Conference

Present:	Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor C. Gardi, Councillor M. Scott
Absent:	Councillor S. Kinach
Officials:	M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, N. Ottolino, S. Hamilton Beach, B. Lamming, F. Coccimiglio, C. Rumiel, P. Tonazzo, S. Facey. T. Vecchio, M. Zuppa, E. Cormier, K. Pulkkinen

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1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

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

Carried

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

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

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

Carried

6. Presentations

6.1 PUC Services Inc.

Rob Brewer, President and CEO, was in attendance.

6.2 Veterans Commemorative Monument

Clyde Healey was in attendance.

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

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

Resolved that all the items listed under date November 20, 2023 – Agenda item 7 – Consent Agenda save and except Agenda items 7.6, 7.8 and 7.12 be approved as recommended.

Carried

7.1 Correspondence

7.1.1 Strong Mayor Powers

Hon. Paul Calandra, Minister of Municipal Affairs and Housing re: Strong Mayor Powers

7.1.2 Gracee Zagordo – Ontario Municipal Administrators Association Bursary Award

A News Release was received by Council.

7.2 Strong Mayor Powers Update

The report of the CAO was received by Council.

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

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

Carried

7.3 Mayoral Chain of Office

The report of Mayor Shoemaker was received by Council.

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

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

Carried

7.4 RFP Fleet Management Information System – PWES

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

The relevant By-law 2023-186 is listed under item 12 of the Minutes.

7.5 Third Quarter Financial Report – September 30, 2023

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

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

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

Carried

7.7 Property Tax Appeals

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

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

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

Carried

7.9 Municipal Law Enforcement Officers

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

The relevant By-law 2023-188 is listed under item 12 of the Minutes.

7.10 Federation of Canadian Municipalities Brownfield Funding Application

The report of the Director of Economic Development was received by Council.

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

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

Carried

7.11 Community Development Fund – Green Initiatives Program Funding Application Revision

The report of the Sustainability Coordinator was received by Council.

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

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

Carried

7.13 Effluent Pump Upgrades

The report of the Manager of Development and Environmental Engineering was received by Council.

The relevant By-law 2023-187 is listed under item 12 of the Minutes.

7.14 Peoples Road Sidewalk Extension

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

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

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

Carried

7.15 Changes to Financial Guarantees for Development Agreements

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

The relevant By-law 2023-191 is listed under item 12 of the Minutes.

7.16 Lease Amending Agreement – Bell Mobility Inc. – Bellevue Marina Tower

The report of the Solicitor was received by Council.

The relevant By-law 2023-170 is listed under item 12 of the Minutes.

7.17 Streamline Development Approval Fund

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

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

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

Carried

7.18 Economic Development Community Improvement Plan Extension to 2028

The report of the Junior Planner was received by Council.

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

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

Carried

7.6 2024 User Fees

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

The relevant By-law 2023-183 will appear on the December 18, 2023 Council Agenda.

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

Resolved that the Finance Department be requested to amend fees reflected in the user fee by-law to round up fees.

	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

7.8 Cemetery Operations and User Fee Review

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

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

Resolved that the report of the Director of Community Services dated November 20, 2023 concerning Cemetery Operations and User Fee review be received and that cemetery fees be referred to 2024 Budget.

	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

7.12 Winter Control Update (Windrows)

The report of the Director of Public Works was received by Council.

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

Resolved that the report of the Director of Public Works dated November 20, 2023 regarding an update on Winter Control be received and that Council approve the elimination of the “two-foot rule” program to remove windrows; further that staff be directed to investigate the recommendations in Table A, particularly the possibility of a pilot project with Ledcor utilizing their pre-wetting equipment and material.

	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

Amendment:
Moved by: Councillor M. Bruni
Seconded by: Councillor S. Hollingsworth

Resolved that the motion be amended to remove the words "the elimination of the "two-foot rule" program to remove windrows" and replace with the words "that windrows be removed from driveways in residential areas when ice is scraped from a street".

	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

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.1.1 Veterans Commemorative Monument Site Approval

The report of the CAO was received by Council.

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that the report of the CAO dated November 20, 2023 concerning Veterans Commemorative Monument Site Approval be received and that the recommendation to approve the location of the proposed monument in John Rowswell Park, subject to any necessary legal agreements, be approved.

	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

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-11-23-Z – 1281 Great Northern Rd (Onofrio)

The report of the Junior Planner was received by Council.

The applicant, John Onofrio, was in attendance.

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that the report of the Junior Planner dated November 20, 2023 concerning Zoning By-law Amendment Application A-11-23-Z be received and that Council approve the application to rezone the subject property from Highway Zone (HZ.S.160) with Special Exception 160 to

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

	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

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

The report of the Junior Planner was received by Council.

Mark Lepore, solicitor for the Applicant, was in attendance.

Carol Garson and Terry Garson were in attendance to express concerns about entrance/exit for safety reasons.

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

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

	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 Boards and Committees

8.8.1 PUC Services Inc. Shareholder Meeting

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

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

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

	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

Resolution of the Shareholder (PUC Services Inc.)

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

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

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

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

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

- Expresses its full support of PUC Services Inc. and Starwood Energy Group Global Inc.'s installation of five 10MW battery energy storage systems at 500 Second Line East, 140 MacDonald Avenue, 55 Allen's Side Road, 2221 Queen Street East and 0 Peoples Road, recognizing the potential benefits for our community;

- Supports PUC Services Inc. and Starwood Energy Group Inc.'s commitment to facilitating a transparent and inclusive community engagement process to address any concerns, answer questions, and ensure that the residents of Sault Ste. Marie are informed about the development and benefits of the battery storage projects;

- Recognizes the potential economic and environmental benefits, including job creation, energy cost reduction, and reduced greenhouse gas emissions, that the installation of these battery storage sites may bring to our community; and
- Affirms its commitment to advancing the City of Sault Ste. Marie as a leader in sustainable energy practices and encourages further initiatives in renewal energy and energy storage solutions.

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

9.1 Indigenous Policy and Process Renewal Advisor

Moved by: Councillor R. Zagordo
Seconded by: Councillor C. Gardi

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

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

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

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

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

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

	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**	**0**	**0**	**3**

Carried

9.2 Hope Air

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor L. Dufour

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

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

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

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

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

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

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

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

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

	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	**9**	**0**	**0**	**2**

Carried

9.3 Highway 17 East Access

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

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

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

Whereas there have been occasions where that intersection has had to be closed due to motor vehicle collisions; and

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

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

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

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

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

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

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

	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	**9**	**0**	**0**	**2**

Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that all By-laws under item 12 of the Agenda under date November 20, 2023 save and except By-law 2023-183 be approved.

Carried

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

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

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

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

Carried

12.1.3 By-law 2023-184 (Licensing) Short Term Rentals – Amend By-law 2022-178

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

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

Carried

12.1.4 By-law 2023-185 (Sewers) Sanitary Sewer Surcharges PUC

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

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

Carried

12.1.5 By-law 2023-186 (Agreement) TT Faster LLC DBA Faster Asset Solutions

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-186 being a by-law to authorize the execution of the Agreement between the City and TT FASTER LLC DBA *FASTER* Asset Solutions for the purchase of a Fleet Management Information System be passed in open Council this 20th day of November, 2023.

Carried

12.1.6 By-law 2023-187 (Engineering) S&T Electrical Contractors – West End WWTP Effluent Pump Upgrades) Contract 2023-05E

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-187 being a by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Limited for engineering services for the West End WWTP Effluent Pump Upgrades – Contract No. 2023-05E be passed in open Council this 20th day of November, 2023.

Carried

12.1.7 By-law 2023-188 (Parking) Appoint By-law Enforcement Officers

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-188 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 20th day of November, 2023.

Carried

12.1.8 By-law 2023-189 (Heritage Designation) 54 Summit Avenue

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-189 being a by-law to designate civic 54 Summit Avenue as being of architectural or historic value or interest be passed in open Council this 20th day of November, 2023.

Carried

12.1.9 By-law 2023-190 (Engineering) Agreement Tulloch Engineering Lake Street Reconstruction

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that By-law 2023-190 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for Professional Consulting Services for the design of the reconstruction of Lake Street - Lake Street to Queen Street to Civic 24, Sault Ste. Marie be passed in open Council this 20th day of November, 2023.

Carried

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

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

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

Carried

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

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

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

Carried

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

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

12. Consideration and Passing of By-laws

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

12.1.2 By-law 2023-183 (Finance) User Fees

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that By-Law 2023-183 being a by-law to establish user fees and service charges be passed in open Council this 20th day of November, 2023. (deferred to December 18, 2023).

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

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

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

Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land; 239 2 (d) labour relations or employee negotiations; 239 2 (f) advice that is subject to solicitor-client privilege

Carried

15. Adjournment

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

Resolved that this Council now adjourn.

Carried

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Mayor

_____

City Clerk

The Corporation of the City of Sault Ste. Marie

Budget Meeting of City Council

Minutes

Monday, December 11, 2023
5:00 pm
Council Chambers and Video Conference

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

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, N. Ottolino, S. Facey, J. King, A. Caputo, J. Rickard, N. Thibeault, M. Oliverio, M. Depatie, A. Mitchell-Wiacek, F. Pozzebon, M. McAuley, M. Blanchard, D. Swystun, A. Starzomski, T. Reid, C. Taddo, D. Perri, J. Gaetz, M. Pinder, M. McMillan, P. White

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15. Closed Session

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Spina

Resolved that this Council move into closed session to consider: one item concerning security of property of the municipality and one item concerning labour relations;

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

Municipal Act R.S.O. 2002 – section 239 2 (a) the security of property of the municipality or local board and; 239 2 (d) labour relations or employee negotiations; 239 2 (f) advice that is subject to solicitor-client privilege

Carried

1. Land Acknowledgement

2. Approve Agenda as Presented

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the Agenda for December 11, 2023 as presented be approved.

Carried

3. Declaration of Pecuniary Interest

3.1 Councillor S. Spina – Library Security

Partn in a security firm.

4. Ontario Regulation 284/09

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

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Finance dated December 11, 2023 concerning Ontario Regulation 284/09 be approved for the budget year 2024.

Carried

5. 2024 User Fees – Update

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

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Finance dated December 11, 2023 concerning 2024 User Fees – Update be received as information.

The relevant by-law will appear on the December 18, 2023 Council Agenda.

Carried

6. Budget 2024 Community Engagement

The report of the Communications Officer was received by Council.

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Spina

Resolved that the report of the Communications Officer dated December 11, 2023 concerning Budget 2024 Community Engagement be received as information.

Carried

7. Housing Action Plan 2023–2028

The report of the Junior Planner was received by Council.

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Junior Planner dated December 11, 2023 concerning the Housing Action Plan 2023–2028 be received and that Council approve the Plan and endorse it as Sault Ste. Marie's Municipal Housing Pledge as set out by the Minister of Municipal Affairs and Housing.

Carried

8. Proposed 2024 Budget

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

That City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2024 Budget Deliberations.

Carried.

8.1 Additional Information – Library Security

9. Departmental Presentations

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Spina

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2024 Budget Deliberations.

Carried.

9.1 Mayor and CAO

9.2 Corporate Services

9.3 Information Technology

9.4 Community Development and Enterprise Services

9.5 Public Works and Engineering Services

9.6 Legal Department

9.7 Fire Services

9.8 Capital Budget Deliberations

9.9 Operating Budget Deliberations

10. Proposed Budget Amendments – Operating

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

Be It Resolved that Council phase in the Public Works fleet management improvements over three years (2024, 2025 and 2026) instead of the two remaining years (2024 and 2025) currently budgeted for in the preliminary budget, at a savings of $183,000 in the 2024 budget.

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

Carried

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

Be It Resolved that Council direct the inclusion of $200,000 from the tax stabilization reserve to mitigate the increase in fuel costs, if required.

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

Carried

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

Be It Resolved that Council direct that the increase in fuel costs in the 2024 budget be reduced by 15%, at a reduction of $20,259 in the 2024 budget.

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

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

Carried

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

Be It Resolved that Council direct that the increase in utilities and natural gas in the 2024 budget be reduced by 15%, at a reduction of $29,725 in the 2024 budget.

	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**	**1**	**0**	**0**

Carried

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

Be It Resolved that Council only approve three additional summer students in 2024 of the six positions recommended for addition into the 2024 preliminary budget by the CAO, at a cost of $34,368 rather than $68,736.

	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	**5**	**6**	**0**	**0**
				Defeated

Moved by: Councillor C. Gardi
Seconded by: Councillor R. Zagordo

Be It Resolved that Council direct that the inflationary adjustment to the capital allocation in the 2024 budget be reduced by $100,000.

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

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

Carried

Moved by: Councillor A. Caputo
Seconded by: Councillor L. Vezeau-Allen

Be it Resolved that Council direct that the Crimestoppers grant be reduced by $25,000 in the 2024 budget.

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

Carried

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

Be It Resolved that Council direct that the Algoma University grant be eliminated from the 2024 budget, at a savings of $40,000.

	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	**9**	**2**	**0**	**0**
				Carried

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor A. Caputo

Be It Resolved that Council approve the budgetary increase of 8.47% above the 2023 approved budget amount for the 2024 Police Service budget and provide Sault Ste. Marie Police Service a funding envelope of $36,085,608 in 2024.

	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	**4**	**7**	**0**	**0**

Defeated

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor S. Spina

Be It Resolved that the Mayor and Council Special Funds budget be reduced from $35,000 to $15,000 in the 2024 budget, at a savings of $20,000.

	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**	**1**	**0**	**0**

Carried

10.1 Report of the Chief Administrative Officer

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Chief Administrative Officer dated December 11, 2023 concerning 2024 Budget be received and that $800,000 be utilized from the Tax Stabilization Reserve to smooth the impact of the 2024 Police budget.

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

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Hollingsworth

Be It Resolved that the following supplementary items be approved:

- Fire pumper debt servicing $82,500
- Physician recruitment $50,000
- Summer student complement increase $69,275
- Rural and Northern Immigration Pilot administrator position – no levy impact
- Community Development and Enterprise Services complement increase – no levy impact
- John Rhodes roof replacement – no levy impact
- Fire Services NG911-CAD – no levy impact

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

Carried

10.2 Additional Proposed Budget Amendments

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

Be It Resolved that Council direct a reduction in outdoor rinks by $75,000 from the 2024 budget (maintaining the number of outdoor rinks in 2024), with a report to be brought forward regarding outdoor rinks for 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**	**1**	**0**	**0**
				Carried

Moved by: Councillor C. Gardi
Seconded by: Councillor M. Bruni

Be It Resolved that the annual funding for the Sault Ste. Marie Innovation Centre in the amount of $277,890 be allocated from the 2024 Economic Development Fund and that the annual funding for the Sault Ste. Marie Innovation Centre be removed from the 2024 levy.

	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	**6**	**5**	**0**	**0**

Carried

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

Be It Resolved that Council direct that the Pee Wee Arena grant be eliminated from the 2024 budget at a savings of $23,974.

	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	**4**	**7**	**0**	**0**

Defeated

Moved by: Councillor C. Gardi
Seconded by: Councillor R. Zagordo

Be It Resolved that the travel and training expenditure for the Corporation across all departments be capped at $500,000 total for 2024, creating a savings of $104,516.

	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**	**8**	**0**	**0**

Defeated

Moved by: Councillor S. Kinach

Be It Resolved that Council freeze the wages of the Mayor, Council, and all non-union employees for the 2024 budget and reduce the budget by $428,906.

Moved by: Councillor L. Dufour
Seconded by: Councillor L. Vezeau-Allen

Be It Resolved that Council direct the approval of the Engineering request for a full time By-Law Officer and Supervisor of Inspections for the City for 2024 at a levy cost of $59,918.

	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

Moved by: Councillor C. Gardi
Seconded by: Councillor M. Bruni

Be It Resolved staff be directed to increase the budgeted revenue for the GFL Memorial Gardens by $50,000 based on the five-year average from 2015-2019.

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

Carried

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

Be It Resolved that staff be directed to increase the budgeted revenue by charging City staff one dollar per day for parking. At an average of 225 days per year (accounting for weekends and holidays) and approximately 150 employees, revenue generated would be in the amount of approximately $33,750.

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

Be It Resolved that Council direct staff to bring forward a report and recommendation on paid employee and visitor parking at the Civic Centre including consideration of full-time and part-time employee rates; further that staff use comparators from other organizations in Sault Ste. Marie to determine the rate at which employee and visitor parking might be charged, and whether other City employees outside the Civic Centre should be charged for parking.

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

Carried

Moved by: Councillor L. Dufour
Seconded by: Councillor L. Vezeau-Allen

Be It Resolved that Council direct the approval of the amended request for Library security outside management working hours for 2024 at a levy cost of $36,000.

	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	**6**	**4**	**1**	**0**
				Carried

Moved by: Councillor S. Kinach
Seconded by: Councillor L. Dufour

Be It Resolved that supplementary item #9 maintenance to graffitied or damaged public art be added to the 2024 budget at cost of $8,000.

	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	**7**	**4**	**0**	**0**
				Carried

Moved by: Councillor L. Dufour
Seconded by: Councillor A. Caputo

Be It Resolved that the rules of procedure be waived to allow the meeting to exceed five hours in length.

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

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Kinach

Be It Resolved that supplemental item #23 Records and Election Coordinator be added to the 2024 budget at a cost of $50,896.

	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	**5**	**6**	**0**	**0**

Defeated

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor L. Vezeau-Allen

Be It Resolved that supplementary item #10 Adventure Bus be added to the 2024 budget at a cost of $8,000.

	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**	**3**	**0**	**0**

Carried

11. Proposed Budget Amendments – Capital

Moved by: Councillor M. Bruni
Seconded by: Councillor L. Dufour

Be It Resolved that Council direct that the 2024 recommended park upgrades ($300,000) be added to the 2024 capital budget and be funded from the 5% subdividers general reserve fund.

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

Carried

11.1 Additional Proposed Capital Budget Amendments

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Spina

Be It Resolved that Council direct that the John Rhodes Roof Replacement ($4 million) be added to the 2024 capital budget and be funded from retired debt servicing.

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

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor A. Caputo

Be It Resolved that Council direct that the Fire Pumper ($1.65 million) be added to the 2024 capital budget and be funded from internal debt.

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

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

Carried

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

Be It Resolved that Council direct that the NG-911 / Computer Aided Dispatch ($1.5 million) be added to the 2024 capital budget and be funded from internal debt.

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

Carried

12. Proposed Budget Amendments – Sanitary Rate Supported Budget

13. Rise and Report

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Spina

Resolved that the Committee of the Whole Council now rise and report on the matter referred to it by City Council – 2024 Budget Deliberations.

Carried

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the

- proposed municipal budget as amended, resulting in an increase in the corporate portion of the municipal levy from 2023 in the amount of 1.45%;
- sanitary rate supported budget;
- capital budget as amended;
- the 2024 levies and local boards resulting in an increase to the levy and local board portion of the municipal levy from 2023 of 3.39%;

resulting in an overall 2024 municipal levy of $140,806,887 (corporate and levy and local boards) representing an increase of 4.84% be confirmed.

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

Carried

14. Adjournment

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Spina

Resolved that this Council shall now adjourn.

Carried

_____

Mayor

_____

City Clerk

Deloitte.



Tourism Sault Ste. Marie
STRATEGIC PLAN

Presentation to City Council, December 18, 2023

Executive Summary

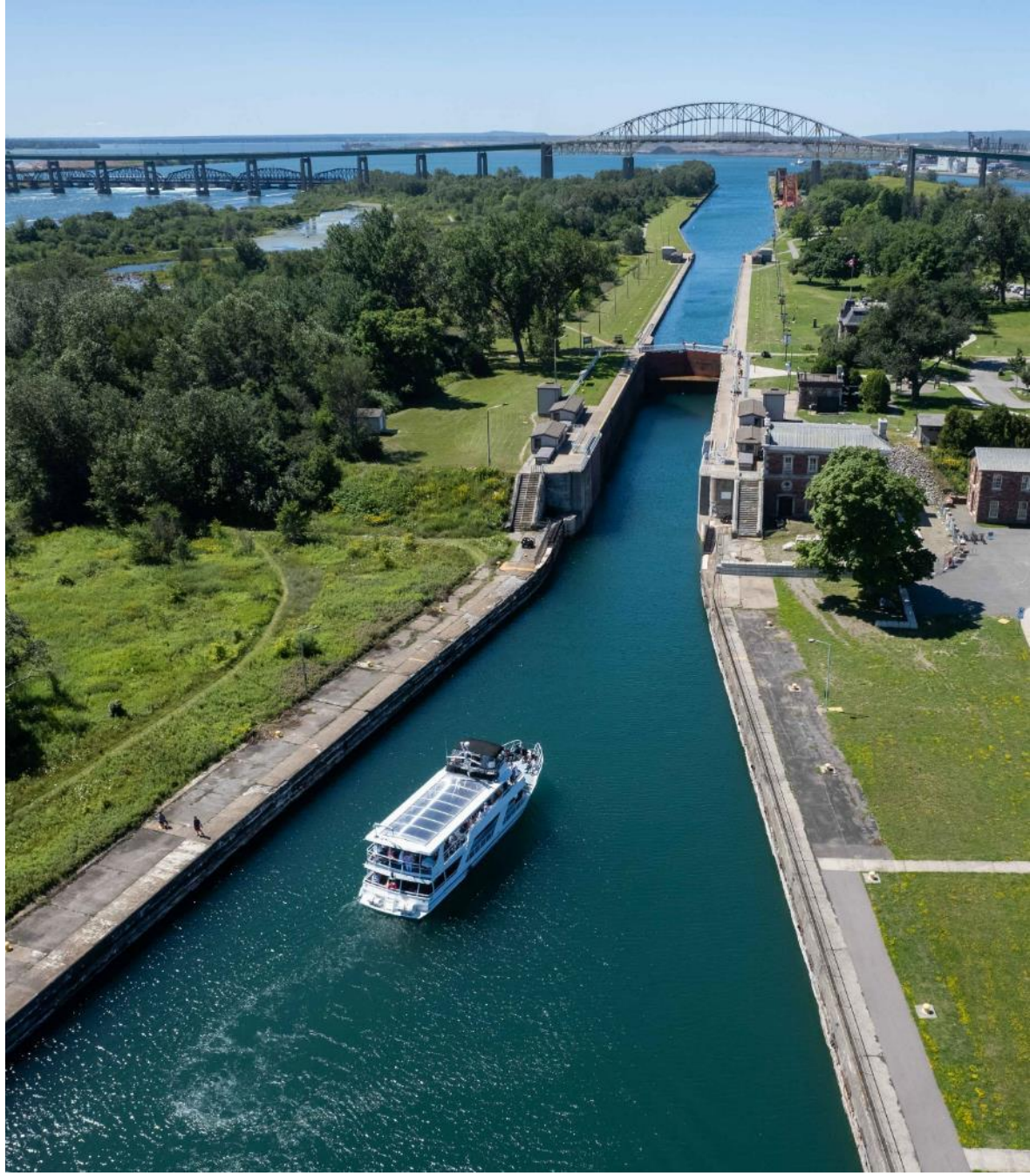
Tourism Sault Ste. Marie's new Strategic Plan provides a roadmap to diversify tourism products, promote the development of new tourism drivers, continue to expand Sault Ste. Marie's winter tourism season and increase visits and visitor spending in SSM.

The **Strategic Plan** for Tourism Sault Ste. Marie provides alignment with their three strategic priorities:

- Sports tourism, festivals, and events
- Outdoor adventure
- Downtown/waterfront improvements/activations

TSSM's strategic priorities, are proven destination drivers that align with priorities established by Destination Canada and Destination Northern Ontario.

The outcomes and tactics will help Sault Ste. Marie align its tourism products with its desire to be **Ontario's Best Urban Outdoor Adventure Town.**



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Tourism Performance



Trends and Data

- Accommodation occupancy is increasing
- Canadian visitors spent $130 million in debit/credit purchases in Sault Ste. Marie in 2022, up 61% compared to 2019
- Visitors want open-air, nature-based, rural experiences, particularly sightseeing and trails in the Soo
- Most visitors come from Toronto, Sudbury, Thunder Bay, Ottawa, and Barrie but new spending is coming from Hamilton/Burlington, and Kitchener
- Businesses face labour and skills shortages, product degradation, reduced access to capital, limited liquidity

Methodology

Project Process

Phase 1: Market Research and Consultation

- **Situational analysis:** visitor profile analysis and perception assessment, spending analysis, tourism workforce analysis, transportation and accommodations analysis, tourism business attractions trends review.
- **Engagement:** Interviews and meetings with tourism operators and service delivery partners, tourism business survey (78 responses), and visitor/tourist panel survey (1,800 responses from Ontario, Michigan, Wisconsin, and Minnesota).

Phase 2: Strategy Development and Reporting

- **Analysis of Observations:** Gap analysis, SOARR assessment, drafting strategic objectives.
- **Selection of Future Directions:** development of goals, tactics, and KPIs, preparation of plans for business development and attraction.
- **Reporting:** Final Report presented.

Destination Drivers

Assets that bring tourists to the destination



Outdoor Experiences:
Trails, Wildlife, Nature-based Activities



Cultural Experiences:
Festivals, Events, Indigenous Tourism, Sports Events



Non-Leisure Experiences:
Local Attractions, sightseeing, urban experiences

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Strategic Priorities

Tourism Sault Ste. Marie identified three strategic priorities in 2021, which serve as the foundation for this Strategic Plan. These strategic priorities were reinforced throughout the background review, stakeholder engagement, Tourism Sault Ste. Marie Board of Directors workshop, and the SOARR assessment and will be woven through the Strategic Plan. TSSM's priorities align well with the Federal Tourism Growth Strategy, which includes embracing recreation and the great outdoors, attracting more international events, and investing in tourism assets.







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SOARR Analysis

S Strengths

What are we doing well? What key achievements are we most proud of? What can we build on?

- Outdoor adventure infrastructure (mountain biking, cross-country skiing)
- Location by an international border crossing and Trans-Canada Highway
- Proximity to the waterfront, including the Canal District
- Strong service sector in the accommodations and restaurant industries
- Supports and resources for tourism businesses
- Strategic priorities align with federal priorities
- Visitor satisfaction
- Wayfinding signage
- Some accommodations have partnered to offer flight and hotel packages



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SOARR Analysis

O

Opportunities

What our best possible future opportunities? What changes in demand can we expect in the future? What broader trends and policies may affect development and impact our aspirations?

- Enhance business supports (advice, grants) and awareness of Tourism Development Fund
- Expansion of adventure bus pilot to outdoor experiences
- Develop educational experiences, and arts, culture and entertainment
- Urban outdoors, waterfront and downtown amenities
- Align restaurant and retail operation hours with peak visitation hours
- Product development and marketing to boost American visitation
- Entice drive-through traffic visitation
- Expanding seasonally, particularly in winter



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SOARR Analysis

A Aspirations

What are we deeply passionate about and want to achieve?
What difference do we hope to make for all?

- The “Hub of Urban Outdoor Adventure Experiences” in Ontario
- The mountain biking capital of Ontario
- A major event (500+ attendance) in every season
- Improve and activate waterfront and downtown areas



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SOARR Analysis

R Risks

What challenges do we need to be aware of? How will we recognize and mitigate or eliminate potential risks?

- Visible industrial sites near the waterfront and some tourism areas
- Competition with Sault Ste. Marie, Michigan for American market
- Lack of direct flights from some target market areas
- Inconsistent hours of operations during peak visitation times
- The primary tourism drivers (Agawa Canyon Tour Train) is seasonal
- Lack of data and research to make data-driven decisions
- Stability of volunteer base and leadership in tourism organizations



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SOARR Analysis

R

Results

How we know we are succeeding? What are the key goals we would like to accomplish to achieve these results?

- Increase in outdoor adventure tourism product offerings
- Connected downtown and waterfront areas with vibrant outdoor urban experiences
- Major tourism event in every season, attracting 500–1,000 attendees
- Winter visitation increases overall annual tourism spending
- Increase in annual tourism development fund applications
- Familiarization tours for targeted priority areas (mountain biking)
- Consistent and expanded hours of operation during peak tourism season, long weekends, and cruise ship arrivals



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Strategic Objectives

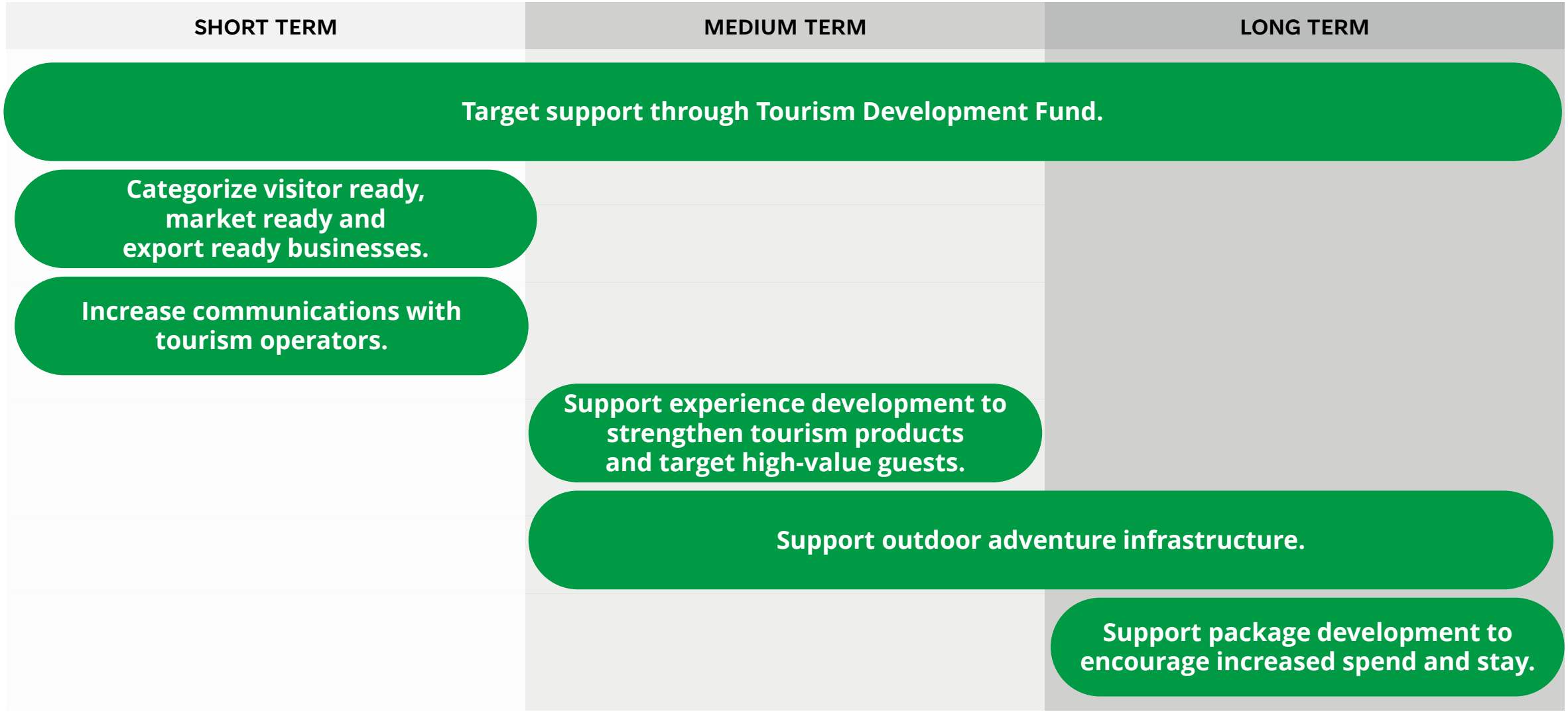
Building upon the strategic priorities, the strategic objectives will create a foundation for Tourism Sault Ste. Marie to guide priorities and decision-making. Actions and tactics were identified using the research and engagement findings. The objectives work together to grow market share, increase visitation, and create a four-season destination. The strategic objectives align with three priority areas: Sports tourism, festivals and events, outdoor adventure, and downtown/waterfront improvements/activations.



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Action Plan

OBJECTIVE #1: ENHANCE PRODUCT AND EXPERIENCE DEVELOPMENT



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Action Plan

OBJECTIVE #2: CONNECT THE DOWNTOWN AND WATERFRONT OUTDOOR EXPERIENCE



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Action Plan

OBJECTIVE #3: HAVE A MAJOR EVENT IN EACH SEASON

SHORT TERM	MEDIUM TERM	LONG TERM
Actively pursue bids to host provincial and national level events.		
Incorporate tourism operators into events.		
Continue to grow the Bon Soo event and focus on expanding the visitor market.		
	Hire an events coordinator to focus on supporting homegrown events.	
		Use developing trail network to attract outdoor trail-based sports tourism events.
		Invest in infrastructure to support winter tourism events.

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Deloitte.

Thank you from the Deloitte Economic Advisory Team.



Paul Blais
Managing Director



Clark Hoskin
Senior Manager



Sarah Lewis
Manager



Simon Webb
Manager



Darcy Acton
Senior Associate



Ivana Bjelakovich
Analyst

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OFFICE OF THE MAYOR

CORPORATION OF THE
CITY OF SAULT STE. MARIE

November 28, 2023

The Right Honourable Justin Trudeau, P.C., M.P.
Prime Minister of Canada

Prime Minister Trudeau:

Thank you for taking the time to meet with me while you were in Sault Ste. Marie. During our meeting, I had confirmed I would provide a follow up on what the City of Sault Ste. Marie would like to see done from the federal perspective to assist with Intimate Partner Violence. The City's requests are not groundbreaking, in fact, they mirror the recommendations of the Renfrew County Inquest. There are seven recommendations that come from the Inquest. They are as follows.

The Government of Canada should:

79. Explore adding the term "Femicide" and its definition to the Criminal Code to be used where appropriate in the context of relevant crimes.
80. Consider amendments to the Dangerous Offender provisions of the Criminal Code, or the inclusion of a new classification of Offender under the Criminal Code, that better reflects the realities of IPV charges and takes into account risk factors for serious violence and lethality in an IPV context.
81. Undertake an analysis of the application of s. 264 of the Criminal Code with a view to evaluating whether the existing factors adequately capture the impact on survivors. Consider the removal of the subjective requirement that the action causes the victim to fear for their safety.
82. Consider finding alternate means for survivors to attend and testify in court, such as by video conferencing.
83. Implement the National Action Plan on Gender-based Violence in a timely manner.
84. Establish a Royal Commission to review and recommend changes to the Criminal Justice system to make it more victim-centric, more responsive to root causes of crime and more adaptable as society evolves.
85. Include "coercive control", as defined in the Divorce Act, as a criminal offence on its own or as a type of assault under s. 265 of the Criminal Code.

The full report is available here: https://www.ontario.ca/page/2022-coroners-inquests-verdicts-and-recommendations.

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The father of one of the victims of last month's Intimate Partner Violence (I.P.V.) in Sault Ste. Marie has also been calling for a cooling-off period of 48 hours for someone accused of I.P.V. to undergo psychiatric testing, and to have any weapons removed from their possession until such testing is undertaken and the results are known.

While I trust the federal government has many factors to consider in reviewing these recommendations, including their alignment with the Charter, I believe studying these specific recommendations in more depth could, at a minimum, allow the Justice Department to determine how best to deal with I.P.V.

Thank you for providing me the opportunity to canvass this issue with you, and I look forward to seeing progress on this file in the near future.

Sincerely,

MATTHEW M. SHOEMAKER
Mayor, Sault Ste. Marie

P.O. Box 580, 99 Foster Drive ~ Sault Ste. Marie, Ontario ~ P6A 5X6
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OFFICE OF THE MAYOR

CORPORATION OF THE
CITY OF SAULT STE. MARIE

November 30, 2023

The Honourable Sylvia Jones
Deputy Premier and Minister of Health

Minister Jones:

I am writing to you regarding Concurrent Disorders Intensive Day Treatment Programming at the Sault Area Hospital (SAH), and the desperate need for the Ministry of Health to allocate the funding necessary to re-establish it.

In **June 2021**, the SAH submitted an application to the Ministry of Health and Ontario Health North for Mental Health and Addictions community-based programming through Ontario Health North, which included a request for the Concurrent Disorders Intensive Day Treatment Pilot Program. In July 2021, the Ministry of Health requested an endorsement from Ontario Health North for their application. We are now in November 2023, 28 months later, and are still awaiting this endorsement. This delay is unacceptable to our community.

In the interim, the City of Sault Ste. Marie's City Council passed a resolution on July 11, 2022 regarding the establishment of a dedicated base funding for Concurrent Disorders Intensive Day Treatment Programming and former Sault Ste. Marie Mayor Christian Provenzano wrote to you regarding it on July 14, 2022, yet no decision has been made.

Sault Ste. Marie has been suffering the well documented effects of the mental health and addictions crisis. As the most recent data from Algoma Public Health indicates, our community has higher than provincial average rates of opioid-related emergency department visits, opioid-related hospitalizations and opioid-related deaths.

Unfortunately, Sault Area Hospital announced in the summer of 2022 that it had suspended its Concurrent Disorders Intensive Day Treatment Pilot Program due to a lack of funding. The program provided badly needed specialized care for those with complex addictions and mental health needs.

A funding commitment is needed and it is needed now. Myself or my processor have written the Government of Ontario about support for the mental health and addictions crisis on December 5, 2018, March 11, 2019, May 8, 2019, May 22, 2019, September 9, 2020, August 18, 2021, July 14, 2022, July 18, 2022, December 20, 2022.

In this time, the mental health and addictions crisis continues to worsen and our community members are suffering the impacts. We need to offer more services – not less – and I urge Ministry of Health to provide the Sault Area Hospital with the funding it needs to restore the program. I would gladly make myself available to you, at your earliest possible convenience, to discuss this matter further.

Sincerely,

MATTHEW M. SHOEMAKER
Mayor, Sault Ste. Marie

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The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Malcolm White, CAO
DEPARTMENT:	Chief Administrative Officer
RE:	Potential Supervised Consumption Site Update

Purpose

The purpose of this report is to update Council regarding a potential supervised consumption/treatment centre in Sault Ste. Marie.

Background

At the December 12, 2022 Council meeting, the following resolution was passed:

Whereas the City of Sault Ste. Marie continues to suffer higher than average overdose and fatality rates from the opioid addictions epidemic that is severely challenging our community; and

Whereas the rates of emergency room visits and deaths in Sault Ste. Marie related to opioid use and abuse are significantly higher compared to the provincial average. In 2021, the emergency room visit rate was 138 per 100,000 people locally compared to the provincial average of 86 per 100,000 people, and the death rate was 64 per 100,000 locally compared to 21 per 100,000 people provincially; and

Whereas studies have shown that supervised consumption sites can offer benefits to drug users, which include:

- *attracting high-risk, marginalized users*
- *management of overdose and decreased mortality*
- *enhancement of safe injecting practices*
- *decreased public drug use and improved public amenity*
- *increased uptake of treatment and other healthcare and social services*
- *prevention of transmission of blood-borne diseases and the associated economic benefits from it; and*

Whereas there has been no evidence linking existing supervised consumption sites to either an:

- *increase in crime, or*
- *increase in drug use or related risks; and*

Whereas Sudbury and Timmins have developed supervised consumption sites and the services that are available to drug users in other northern Ontario communities should be available in our community; and

Whereas there is a process to follow to develop a supervised consumption site, which includes municipal approvals, provincial approvals and federal approvals;

Now Therefore Be It Resolved that staff be requested to review the process for the establishment of a supervised consumption site, including what applications need to be completed, the steps municipalities must take, if any, before those applications are completed, whether the municipality should spearhead the efforts to develop a supervised consumption site or whether such efforts should be undertaken by community partners, and the next steps required by the Council of the City of Sault Ste. Marie to advance the desire of Council to have a supervised consumption site operate within our community.

Sault Ste. Marie specifically and Northern Ontario as a whole have been facing the challenges of the opioid crisis, substance use and associated issues of mental health and homelessness for many years. The challenges were greatly amplified through the pandemic years, with the number of opioid deaths approximately doubling from pre-pandemic rates and Northern Ontario experiencing rate increases and deaths per capita far greater than Southern Ontario. Presently it would be difficult to find anyone in our community who has not had a family member or someone close to them impacted by substance use.

The effects of the of the opioid crisis and related issues are being experienced throughout Canada, in every province and territory, and many other countries around the world. The Federal government, through Health Canada, has developed a Canadian Drugs and Substances Strategy to guide a holistic range of responses to these challenges.

The strategy, while continually evolving, categorizes responses under four pillars:

Prevention – preventing problematic drug and substance use

Treatment – supporting innovative approaches to treatment and rehabilitation

Harm Reduction – supporting measures that reduce the negative consequences of drug and substance use

Enforcement – addressing illicit drug production, supply and distribution

In addition, the strategy notes that it is critical to support these pillars with a strong evidence base to better identify trends, target interventions, monitor impacts and support evidence-based decisions.

Sault Ste. Marie has many agencies and organizations providing services and programs to address the needs under each of the identified pillars, with new

additions such as the Northway Treatment Centre, the Community Resource Centre and the soon to be opened Algoma Youth Wellness Hub adding to the spectrum of available services.

Supervised or safer consumption/treatment sites are a recognized tool under the Harm Reduction pillar of the strategy. The sites enable the consumption of drugs and controlled substances to occur in a supervised setting with additional harm reduction supplies and services. The site being considered would not involve the supply of drugs or controlled substances but may incorporate testing services to assess the safety of the substances being brought to the site by users.

It is important to note that drug and substance use is often associated with mental health challenges and homelessness, and that a supervised consumption site must be closely associated with the broad spectrum of services and activities not only under the strategy pillars noted above but also the related issues of mental wellbeing and appropriate shelter.

Analysis

For the purposes of this report, the analysis will align with the areas outlined in the operative clause of the resolution.

It is mandatory for a supervised consumption site to receive an exemption under section 56.1 of the *Controlled Drugs and Substances Act*. The application can be made for a Supervised Consumption Site (SCS) or an Urgent Public Health Needs Site (UPHNS). To increase the potential of a site to link other services required to effectively treat addictions, an application for a SCS is a more sustainable approach.

Briefly, the application process for the federal exemption requires information about the applicant organization(s) and what services they currently offer, proposed site information, descriptions and data regarding the target population, overdose/deaths and health and safety impacts, operating policies and procedures, staffing information and qualifications, a community consultation report and a financial plan.

The application process for provincial funding approval covers much of the same ground, but is not mandatory for the implementation and operation of the site. This fall, the Provincial government announced that due to a violent incident involving a death in the general vicinity of a supervised consumption site in the Toronto area, it would be pausing any approvals of new sites until a review of safety protocols for supervised consumption sites is complete. There has been no timeline communicated for this review to occur, and, given this government's philosophical opposition to supervised consumption and delays in providing funding decisions

for sites such as Sudbury and Timmins, it is difficult to view this step as anything but a delaying tactic.

Throughout the past year, the CAO has had meetings and conversations with most of the organizations and entities involved with providing services and funding to activities addressing drug and substance use in the community. These consultations were meant to assess alignment on the concept of a supervised consumption site and whether any organization was positioned to lead the process. The latter conversations were key as the City is not a service provider in this area and would not be able to be an applicant for a site, although does have a definite role in facilitating the process and potentially providing some level of funding. On alignment with the concept, all organizations were supportive of adding a supervised consumption site to the community as part of the activities under the harm reduction pillar. It was noted that the impact of a SCS would be significantly increased if the operations were linked to the many other related services that are usually needed by the population that would use a SCS.

The more difficult proposition was identifying an organization(s) that is positioned to lead the process of application and implementation. Simply put, all the organizations are facing workforce and funding challenges just to fulfill their core mandates. In addition, there was a need for participating organizations to be current service providers to the targeted populations. While there are no organizations currently positioned to apply and operate a site, the following are willing to take a strong role in moving the process forward:

Algoma Public Health (APH) – APH has committed to providing surveillance data and trends, supporting community partnerships and community engagement, supporting the writing of the application and providing public health consultation support.

Canadian Mental Health Association Algoma (CMHA) – The local CMHA branch, which has extensive experience in operating shelters, homelessness outreach and the Downtown Ambassador program, have committed to being part of the process. The combination of their operating staff, many with lived experience, and their experience with the populations who would be impacted by a SCS will greatly inform the process.

Mental Health and Addictions System Planning Table – This group is a subgroup under the Algoma Ontario Health Team (AOHT) with APH and CMHA being key members. Ontario Health Teams have replaced the former Local Health Integration Networks (LHINs) and are approved by the Ministry of Health to support integrated health care in defined regions. The Planning Table has committed to provide guidance and community leadership support for the SCS application process and to help coordinate the efforts of community partners. The involvement of the AOHT, through the Planning Table, is key as the AOHT’s role will be evolving

to be the lead organization coordinating primary and ancillary health services in Algoma and overseeing associated funding allocations.

With these organizations committing to these roles and the City continuing to be an active partner, the process of applying for an exemption, identifying a potential site, providing community engagement, coordinating other potential integrated services and identifying and supporting the eventual governing and operating entities of the SCS can proceed. It should be recognized that undertaking the application process itself will involve significant consultation with the community and service providers and should lead to a higher degree of service coordination and incremental improvements in these services, regardless of the eventual outcome of the process.

In closing, Council should be aware that despite the many challenges associated with the opioid crisis and drug and substance use, there are a large number of committed staff and volunteers from many organizations in the community that are working tirelessly day and night to help those who are impacted and in need. It is critically important that as a community, we continue to strengthen service provision at the local level and continue to press the Federal and Provincial governments to fulfill their mandates in these areas.

Financial Implications
There are no financial implications associated with this report. There may be future requests of Council for one-time or ongoing funding for a supervised consumption site.

Strategic Plan / Policy Impact / Climate Impact
The implementation and operation of a supervised consumption/treatment site would not normally be an activity identified with the corporate Strategic Plan. As noted in the recent corporate strategic plan working session, the City is being called upon to assist in addressing broader community challenges that are outside of its usual mandate, and the upcoming draft strategic plan will attempt to outline the specific roles and activities the City should be involved in to assist primary service providers in these areas.

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

Resolved that the report of the CAO dated December 18, 2023 concerning Potential Supervised Consumption Site Update be received as information.

Respectfully submitted,

Malcolm White
CAO
705.759.5347
cao.white@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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Malcolm White, CAO
DEPARTMENT:	Chief Administrative Officer
RE:	Outstanding Resolutions List

Purpose

The purpose of this report is to seek Council's approval to remove a number of items from the Outstanding Resolutions List (attached).

Background

At the October 30, 2023 Council meeting, when discussing the Outstanding Resolutions List, Council noted that the list should be reviewed by staff to assess whether any resolutions could be removed for having been the subject of previous reports which addressed the substance of the resolutions or that the circumstances giving rise to the resolution had changed.

Analysis

Staff have reviewed the list and recommend the following resolutions be removed:

Downtown Sault Ste. Marie – This resolution has been addressed in two previous reports to Council (noted on the attached list). In addition to the reports, staff are updating the historical signage along the waterfront and will be assessing the need for updates/additions to historical content along Queen Street as the upcoming capital work is completed.

Downtown Trolley – As Council is aware, a private sector operator, supported by Tourism SSM will begin operations in 2024 providing services on a similar route to the one envisaged for the trolley.

Complete Streets Plan – Pine/Willow Area – Council was advised at the August 29, 2022 Council meeting that this item will be addressed as part of the Active Transportation Master Plan, currently underway.

Surface Water Monitoring Program – When this resolution was passed, a specific reference to a program at the City of Hamilton was cited as the precedent for the program. Staff note that the specific circumstances of Hamilton are different than Sault Ste. Marie, particularly the presence of combined sewers in Hamilton. In addition, the City will be required to conduct a surface water monitoring program

as part of its obligations to the Ministry of the Environment, Conservation and Parks (MECP) Consolidate Linear Infrastructure Environmental Compliance Approvals for wastewater and stormwater infrastructure. The MECP will be providing participating municipalities with a set of guidelines in 2024.

Financial Implications
There is no financial impact associated with this report.

Strategic Plan / Policy Impact / Climate Impact
This is an operational report and not linked to the corporate Strategic Plan.

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

Resolved that the report of the CAO dated December 18, 2023 concerning Outstanding Resolutions List be received, and that the following resolutions be removed from the list be approved: Downtown Sault Ste. Marie, Downtown Trolley, Complete Streets Plan – Pine/Willow Area, and Surface Water Monitoring Program.

Respectfully submitted,

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

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q4 2023	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities; Will tie into branding work being undertaken by FutureSSM and STC; Heritage Walk budget approved (St. Marys River and Bay Street heritage features; and new Queen Street Streetscape design underway); Report May 24, 2022 – Agenda item 7.9 – approved waterfront boardwalk panels	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids.	P. Christian S. Butland
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	M. White T. Vair	Q4 2023	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work; and the James Street Neighbourhood Strategy October 26, 2020 – Agenda item 7.7.1	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates.	M. Shoemaker R. Niro
4-Mar-19	CD&ES	Active Transportation	P. Tonazzo	Q4 2023	Report December 13, 2021 – item 6.3 – Active Transportation Master Plan project approved and RFP awarded. Report August 29, 2022 – Agenda item 7.11 – fall public consultation planned	Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
21-May-19	CD&ES	Downtown Trolley	T. Vair	Q4 2023	Report May 24, 022 – Agenda item 7.5 – recommendation postponed until Q4 2023 due to Queen Street streetscape improvements	Study, review, consult and subsequently advise council of the feasibility of implementing of a Downtown Trolley.	M. Shoemaker P. Christian
15-Jul-19	CD&ES	Complete Streets Plan – Pine/Willow Area	P. Tonazzo	Q4 2023	Report August 29, 2022 – Agenda item 7.11 – Active Transportation Management Plan will include guidelines for complete streets.	Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.	D. Hilsinger M. Shoemaker
12-Apr-21	CAO	Sustainable Development	M. White	Q2 2024		Outline options available to the municipality to ensure that the cost of new development accurately reflects the cost to the general levy.	L. Dufour M. Scott

13-Dec-21	Legal	AIM Recycling	K. Fields	Q4 2023	Report August 8, 2022 – Agenda item 7.20 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget; Report August 28, 2023 – Agenda item 7.13 – additional consultation required	Staff to review whether a business licensing approach can be used to address some of the concerns noted by residents in the area of AIM Recycling and, by extension, the community at large concerning existing or future salvage/metal processing operations.	C. Gardi M. Scott
13-Dec-21	Corporate Services	Taxi Licensing	R. Tyczinski	Q1 2024	Report August 8, 2022 – Agenda item 7.2 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget	City and Police Service to assess how the administration and enforcement of the by-law is operating and report back with any recommendations.	L. Vezeau-Allen D. Hilsinger
31-Jan-22	CAO	Administrative Support to Police Services	M. White	Q4 2023		CAO to work with the Police Chief and respective senior staff to assess the City providing further administrative services to Sault Ste. Marie Police Services in an effort to decrease the cost to ratepayers.	L. Vezeau-Allen M. Shoemaker
22-Feb-22	CD&ES	Community Improvement Plan	T. Vair P. Tonazzo	Q4 2023		Staff draft and bring back to Council a community improvement plan that addresses both the adaptive re-use of existing buildings in the community, and the option of demolishing and redeveloping unsalvageable buildings in the community within six months.	M. Shoemaker L. Dufour
21-Mar-22	CD&ES	Housing Supply	T. Vair P. Tonazzo	Q4 2023		Staff report on the potential benefits and costs of Sault Ste. Marie adopting ‘as of right’ zoning in its new Official Plan.	L. Dufour P. Christian
21-Mar-22	CAO CD&ES	Undeveloped Property in "Gateway" Site	M. White T. Vair	Q1 2024		The CAO and Deputy CAO, CDES work with the SSM Housing Corporation to consider and assess a high density residential development for the Gateway Site and report back.	L. Dufour D. Hilsinger
13-Jun-22	CD&ES	Charging Infrastructure	T. Vair	Q4 2023		Develop a charging infrastructure plan that will advance policies to accelerate local charging infrastructure, and to include possible changes to local building codes to ensure electric vehicle readiness/inclusion in future commercial, industrial and residential development within the municipality.	C. Gardi L. Vezeau-Allen
13-Jun-22	PW&ES	Laneway Maintenance	L. Girardi	Q1 2024		Staff to report on how a proactive system could be developed with relevant partners to ensure that laneways are clean, maintained and well lit, not just in downtown but across all neighbourhoods, including the James Street neighbourhood.	L. Dufour L. Vezeau-Allen

12-Dec-22	CAO Legal Planning	Supervised Consumption Site	M. White K. Fields P. Tonazzo	Q4 2023		Review the process for establishment of a supervised consumption site, including necessary applications, which entity should lead the effort, and next steps.	S. Spina S. Kinach
12-Dec-22	PW&ES CD&ES	Surface Water Monitoring Program	L. Girardi T. Vair	Q4 2023		Report on a surface water quality monitoring program that samples current and past outlets into the St Mary's River to provide baseline data to Provincial enforcement agencies.	L. Dufour C. Gardi
9-Jan-23	CD&ES	Bird Friendly City Certification	T. Vair	Q4 2023		Explore the Bird Friendly City Certification Program and report back on working with community partners to attain designation through Nature Canada.	C. Gardi M. Scott
9-Jan-23	Corporate Services	Elections Signs	R. Tyczinski	Q1 2024		Review other municipal by-laws, specifically to limiting the number of signs used and the imposition of election sign permits, and report back with a recommendation regarding a new election sign by-law for municipal, provincial and federal elections (including school board and/or other type of elections).	S. Hollingsworth S. Spina
20-Mar-23	CD&ES	Affordable Housing – New Foundations	T. Vair P. Tonazzo	Q4 2023		Affordable Housing Task Force review the New Foundations program in the City of Barrie and make a recommendation on whether a similar program could be implemented locally, including structure and required budget.	L. Dufour A. Caputo
20-Mar-23	CD&ES	Vacant Property Tax to Support Affordable Housing	T. Vair P. Tonazzo	Q4 2023	Report June 19, 2023 – Agenda item 7.22 and By-laws 2023-108, 2023-109, and 2023-110; registry to come back to a future Council meeting	Affordable Housing Task Force report back on the feasibility and benefit of implementing a Vacant Property Tax in Sault Ste Marie.	A. Caputo L. Dufour
11-Apr-23	PWES	Better Traffic Flow / Less Idling	L. Girardi	Q4 2023	Report October 30, 2023 – Agenda item 7.19; recommended removal studies and public consultation for three intersections	Staff review 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 and report back by September 2023.	C. Gardi S. Spina
11-Apr-23	CDES Finance	Property Demolition Fund	T. Vair S. Schell	Q1 2024		Affordable Housing Taskforce to determine a target amount for Property Demolition Fund Reserve, what criteria would be used to access said reserve, and options for replenishment of the reserve as it depletes.	A. Caputo R. Zagordo

29-May-23	CDES	Food Truck Park Proposal	T. Vair	Q1 2024		Report on the feasibility of a Food Truck Park with the construction of a covered structure within the downtown area, and an equitable vendor application process.	A. Caputo R. Zagordo
29-May-23	Human Resources	Living Wage	N. Ottolino	Q4 2023		Report to Council regarding instituting a living wage policy for the Corporation.	A. Caputo L. Vezeau-Allen
10-Jul-23	CDES PWES	Bellevue Park Urban Beach	T. Vair L. Girardi	Q1 2024		Explore the feasibility, steps required, location, and potential costs to develop an urban beach at Bellevue Park, including locking kayak infrastructure.	M. Scott S. Spina
31-Jul-23	CDES	Rainbow Bridge Proposal	P. Tonazzo	Q1 2024		Report on dedicating a bridge within the Hub Trail system as “The Rainbow Bridge” with a plaque reading The Rainbow Bridge poem and equipped to allow citizens to hang departed pet tags to memorialize and fondly remember them.	A. Caputo S. Spina
31-Jul-23	CDES	Dolly Parton's Imagination Library	T. Vair	Q1 2024		Review the process of enrolling the City in Dolly Parton’s Imagination Library with and seek a possible partnership with not for profit organization(s) to help finance this initiative.	A. Caputo R. Zagordo
18-Sep-23	CDES	Graffiti Committee	T. Vair	Q1 2024		Community Committee on Graffiti be revitalized and staff develop a Terms of Reference and Committee structure.	L. Vezeau-Allen S. Spina
18-Sep-23	CDES	Accessible Baseball Fields	T. Vair	Q2 2024		Work with Sault Minor Baseball Association and the Ontario Baseball Association to identify potential accessibility improvements to Sinclair Yards and funding options or grants available to make necessary improvements.	A. Caputo S. Spina
10-Oct-23	Fire	Hope's Cradle	P. Johnson	Q2 2024		Work with appropriate agencies and report back with recommendations for the implementation of Hope’s Cradle in a central location in Sault Ste. Marie.	A. Caputo L. Vezeau-Allen
30-Oct-23	CDES	Bike Lane Link	T. Vair	Q2 2024		Report back by April 2024 with recommendations on the possibility of constructing a welcome sign with existing city biking lanes and on the cost and design of a link for cyclists from the end of the bike trail at Highway 17B to the City’s existing cycling route on Queen Street, and whether there are funding opportunities available from other levels of government.	S. Hollingsworth S. Spina
30-Oct-23	PW&ES	Traffic Calming	C. Rumiel	Q2 2024		Refer traffic calming measures (e.g. “road diet” design methods) to the Speed Management Task Force for a recommendation on implementation whenever a street is constructed, resurfaced or altered to manage traffic volume and speed.	S. Hollingsworth A. Caputo

20-Nov-23	CAO	Indigenous Policy and Process Renewal Advisor	M. White	Q2 2024	Chief Administrative Officer be requested to develop a job description for an Indigenous Policy and Process Renewal Advisor be sent to the Bawaating Indigenous Advisory Circle for review and comment.	R. Zagordo C. Gardi
20-Nov-23	PW&ES	Highway 17 East Access	C. Rumiel	Q2 2024	Staff review the process of extending the east end of Frontenac Street to connect with Highway 17 East parallel with Trunk Road just north of the said intersection effectively creating a detour around the intersection; review the process of installing an emergency gate that will remain closed at this location unless situations requiring the gate to be opened to allow for the temporary safe flow of traffic; and engage in communications with our partners in Batchewana First Nation, Garden River First Nation (Ketegaunseebee), the Ministry of Transportation, and the Provincial Government in order to work collaboratively on this project.	S. Spina S. Hollingsworth
20-Nov-23						

The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Shelley J Schell, CPA, CA Chief Financial Officer and Treasurer
DEPARTMENT:	Corporate Services
RE:	2024 Borrowing By-law

Purpose
The purpose of this report is to seek Council approval of the annual borrowing by-law for temporary requirements.

Background
Under section 407(1) of the *Municipal Act, 2001*, a municipality may authorize temporary borrowing until the taxes are collected and other revenues are received.

Analysis
Short term borrowing to meet current expenditures may be required to provide cash flow between tax due dates and the receipt of Provincial grants. The recommended by-law provides for borrowing sums not to exceed $10,000,000 to meet current expenditures.

The limit is an approved credit line with the City's banker that is reviewed annually. Historically, the credit line has not been accessed and there is no balance outstanding currently.

Financial Implications
There are no financial implications unless sums are borrowed.

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-law 2023-212 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Tom Vair, Deputy CAO, Community Development and Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	M.S. Norgoma Update and Decommissioning

Purpose
The purpose of this report is to seek Council approval for the decommissioning of the M.S. Norgoma.

Background
Numerous reports have been provided to City Council in the past regarding the M.S. Norgoma. The vessel is currently owned by the City of Sault Ste. Marie and docked at a slip leased by Purvis Marine at Algoma Steel.

City staff have made numerous attempts to find a home for the vessel with many different proponents. Two agreements for the sale of the vessel were entered into (The Sweet Shop, Tobermory; Jeff Dwor, Port Colborne) but neither proponent was able to conclude the agreement.

Staff have had discussions with a number of other proponents (6) to try and find a home for the vessel since these agreements were terminated but none of the groups expressing interest have been able to move forward. This is largely due to the cost of relocating the vessel, costs of refurbishment, ability to find a suitable location to dock the vessel and the requirements of host municipalities to provide funds in escrow should the vessel need to be decommissioned.

Since the last Council report, the news media covered the story of the Norisle, a sister-ship to the Norgoma. The Township of Assiginack Council approved a proposal from Marine Recycling Corporation (MRC) to dispose of the S.S. Norisle at a cost of $743,000.

Staff contacted MRC and Purvis Marine to obtain updated quotes for decommissioning the Norgoma. MRC provided a quote of $643,000 (relocation and decommissioning) and Purvis Marine has quoted $395,000 with the condition

that the City cover the landfill fees associated with disposal of non-ferrous materials, including contaminants.

Staff also explored the option to scuttle the vessel for a dive site. In discussions with experts in the field, it was advised that the Norgoma would require extensive environmental work to ensure the vessel is clean of oil and other contaminants. Further, it was indicated that the process for approval would take a significant amount of time. It is anticipated significant cost would also be incurred to undertake the environmental work, continue to pay docking and insurance fees while approval is obtained and to make arrangements to tow and scuttle the vessel. For these reasons, this option was not pursued further.

Analysis
Given the City has been unable to find a credible proponent with the financial capacity to follow through with relocating the Norgoma, staff are recommending the Purvis Marine offer to decommission the vessel be accepted.

Staff estimate the cost of accepting the non-ferrous materials at the landfill is approximately $5,000-$8,000. The cost provided by Purvis Marine, while a significant sum of money, is well below the cost charged to the Township of Assignack.

City staff made significant effort to find a new home for the vessel in an attempt to avoid the costs of decommissioning. The probability for a viable solution appears to be very low at this point and it is not recommended to incur further expenses for insurance and docking fees.

Financial Implications
The cost to decommission the vessel will be $395,000 plus HST. It is recommended the $395,000 be sourced from the contingency reserve which has sufficient funds to cover this exceptional expense.

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 Deputy CAO, Community Development and Enterprise Services concerning M.S. Norgoma Update and Decommissioning be received and that Council approve the waiving of the landfill fees for non-ferrous materials, including contaminants of the M.S. Norgoma.

The relevant By-law 2023-211 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Outside Agency Grant Agreements 2024

Purpose

The purpose of this report is to obtain approval of outside agency grant agreements for 2024.

Background

Funding for the outside agency grants was approved in the 2024 Operating Budget on December 11, 2023. The annual funding agreement sets out the activities and/or services eligible for funding, how the funds will be flowed, and the reporting requirements.

Analysis

The list of outside agencies with annual funding agreements is provided below. In 2021, a number of new reporting requirements were added to each agreement as a condition of funding. Reporting metrics for each organization for 2023 can be found under Schedule C of each agreement under the related by-law located elsewhere on the agenda. No change in reporting requirements are recommended for 2024.

Organization	**Funding Amount Requested – 2024**
Pee Wee Arena	Funding $23,979 – tax rebate
The Art Gallery of Algoma	Funding $298,550 in 2024, same as 2023.
The Ontario Bushplane Heritage and Forest Fire Educational Centre	Funding $175,000 in 2024, same as 2023.
Sault Ste. Marie Museum (Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society)	Funding $260,000 in in 2024, same as 2023.
Algoma University	Funding $40,000 – Not approved
Sault Ste. Marie Crime Stoppers	Funding $25,000 – Not approved
Entomica	New Funding Request in 2024 $137,726 – Not approved.

Financial Implications
Funding for the outside agency grants has been approved in the 2024 Operating Budget.

Strategic Plan / Policy Impact
The Outside Agency Grant Agreements align with the Strategic Plan Value: Accountability and Transparency.

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

The relevant By-laws 2023-200, 2023-201, 2023-202 and 2023-203 are listed under item Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

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The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Watchtower Convention Agreement 2024

Purpose

The purpose of this report is to seek Council approval to enter into a two-year agreement with the Watch Tower Bible and Tract Society of Canada (Watchtower) to host their conferences in 2024 and 2025.

Background

The Watchtower convention has been held five times within the City of Sault Ste. Marie over the past eight years. The event brings approximately 2,500 individuals to the community annually and provides an estimated economic impact of $900,000 to the City.

Analysis

The City of Sault Ste. Marie was invited earlier this year to submit a proposal to host this year's event. Through the request for proposal process the City was selected based on its experience in hosting prior years successful conventions, namely on service provided and amenities the City has to offer. The Sault was in tough completion from other northern municipalities.

As part of the process Watchtower has requested that their agreement be utilized as opposed to the standard City use agreements. The City's Legal department has vetted the document and supports what has been presented for use. The agreement can be found elsewhere on the agenda.

The event will run from Thursday, June 13, 2024, to Sunday, June 16, 2024 and again on dates yet to be finalized in 2025.

Financial Implications

Operating revenues from facility fee rental estimated at $9,000 plus HST will be positively impacted by hosting this event.

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.

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

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

The relevant by-law 2023-194 is listed under item 12 of the Agenda and will be read with all by-laws under that item;

Further that the Director of Community Services be delegated authority to sign a 2025 agreement with Watch Tower for the same event. The Director may change/set any required dates/fees and ensure it is reviewed by the Legal and Finance Departments.

Respectfully submitted,

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The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

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

Purpose

The purpose of this report is to seek Council approval of the tax rebates being recommended for the 2022 tax year by the Sault Ste. Marie Municipal Heritage Committee for those owners of heritage properties enrolled in the Heritage Property Tax Rebate Program.

Background

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

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Sault Ste. Marie Heritage Property Tax Rebate Program recognize these costs and are seen as an investment in the community by preserving our City's unique cultural heritage and supporting owners of heritage properties. There are a total of 40 heritage sites in the city of Sault Ste. Marie designated under Part IV of the *Ontario Heritage Act*, and 6 registered sites of cultural heritage value under section 27(1.2) of the Act. Enrolment into the program requires the completion of a Heritage Easement Agreement between the City and the property owner which is then registered on the property title.

Analysis

Owners enrolled in the Heritage Property Tax Rebate Program must complete an annual application for the rebate and indicate what work they plan to do to maintain their heritage property. Property inspections are conducted annually by members of the Sault Ste. Marie Municipal Heritage Committee and a City Building Inspector to ensure that adequate ongoing maintenance is occurring and that owners are following their maintenance plans. Recommendations for owners to receive the tax

rebate are made based upon current and previous inspections and the owners' maintenance plans identified in the application.

Applications for the 2022 tax rebates have been received from 14 owners for 15 designated heritage properties in the City. The Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their October 4, 2023 meeting:

Resolved that the Sault Ste. Marie Municipal Heritage Committee endorse the 2023 property inspection report and recommend to City Council that the Designated Heritage Property Tax Rebates for the 2022 tax year be paid to the qualified owners of designated heritage properties enrolled in the program:

1. 875 Queen Street East – Insect Pathology Lab
2. 864 Queen Street – Algonquin Hotel
3. 119 Woodward
4. 10 Kensington Terrace – Upton House
5. 193 Pim Street – Wellington Square Townhouse
6. 358-366 Queen Street East – Barnes-Fawcett Blocks
7. 1048 Queen Street – Eastbourne
8. 708-710 Queen Street East - Dawson Block
9. 69 Church Street

and further that an inspection report and letter be sent to the property owners outlining the recommendations.

The Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their December 6, 2023 meeting:

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve and recommend to City Council that the Designated Heritage Property Tax Rebates for the 2022 tax year be paid to the qualified owners of designated heritage properties enrolled in the program:

1. 36 Herrick Street
2. 242-246 Queen Street East – Hussey Block

and further that an inspection report and letter be sent to the property owners outlining the recommendations.

Financial Implications

The amount of the rebate varies annually depending on the number of applicants. The rebate for the 2022 tax year is $76,171.73 of which the municipal portion is $60,238.57 and the education portion $15,933.11. This is pending Council's approval and final calculations by the Finance Department.

Strategic Plan / Policy Impact / Climate Impact
Focus Area – Quality of Life: Promotion of the 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 December 18, 2023 concerning Designated Heritage Property Tax Rebates be received and that the designated heritage property tax rebates for the 2022 tax year be approved and paid to the qualified owners of designated heritage properties enrolled in the program as follows:

1. 875 Queen Street East – Insect Pathology Lab
2. 864 Queen Street – Algonquin Hotel
3. 119 Woodward
4. 10 Kensington Terrace – Upton House (Units #1, #2 and #3)
5. 193 Pim Street – Wellington Square Townhouse
6. 358-366 Queen Street East – Barnes-Fawcett Blocks
7. 1048 Queen Street – Eastbourne
8. 708-710 Queen Street East – Dawson Block
9. 69 Church Street
9. 36 Herrick Street
10. 242-246 Queen Street East – Hussey Block

Respectfully submitted,

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The Corporation of the
City of Sault Ste. Marie

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

December 18, 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 – November 2023

Purpose

This report provides recommendations to City Council from City staff and the 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 and Special Events and Attractions and 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 and 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 Sault Ste. Marie.

Upon receipt of a TDF application, Tourism staff review the application for eligibility and assessment criteria and bring 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 distribution of the grant funds.

Analysis

Tourism Development Fund applications are accepted on an ongoing intake and are reviewed monthly at the Tourism Sault Ste. Marie Board of Directors meetings. At the Tourism Sault Ste. Marie Board of Directors meeting held November 21, 2023, five (5) applications were reviewed with the following recommendations:

1. Double Decker Bus Tours ($90,000)
2. Beaver Freezer Marathon ($20,000)
3. Sault Ringette Club – Northeast Regional Championships ($20,000)
4. Soo Finnish Nordic Ski Club – Ontario Youth Championships ($5,000)
5. Crank the Shield 2024 ($6,000)

Double Decker Bus Tour- Product Development Stream

The Double Decker Bus Tour project is a private enterprise, led by Sheila Purvis and Jeff Dicorpo, local businesspeople who also own and operate the Miss Marie Lock Tour Boat, as well as several other local businesses. The Double Decker Bus Tour will see the refurbishment of the original double decker bus owned and operated by Hiawatha Tours, in a 1979 English Leyland Double Decker. Hiawatha Tours provided downtown bus tours of Sault Ste Marie throughout the 70's, 80's and early 90's.The business ceased operation in early 1990's and the fleet of buses were sold, decommissioned, and/or placed for scrap. The bus that is to be retrofitted for the new venture was sourced from a local scrap yard and was found to be in relatively good condition.

Building on the success of the Miss Marie Lock Tour Boat, the business owners identified an opportunity to expand the length of the tour by including the option to partake in a guided bus tour throughout the downtown, waterfront, and Canal District.

Like the vision for the Downtown Trolley, the bus will be operated as a hop-on-hop-off tour, stopping at numerous attractions, including, but not limited to the following locations:

- Art Gallery of Algoma
- Sault Ste. Marie Canal National Historic Site and the Canal District
- Ermatinger Clergue National Historic Site
- Bellevue Park
- Sault Ste. Marie Museum
- Downtown Plaza
- Station Mall and Waterfront

The tour is expected to take 50 minutes, with passengers having the option to visit the attractions of their choice, with the bus picking them up on the next rotation of the tour.

Operations will run from May to October and will operate daily between 9am and 6pm during peak months. Tickets will be available for individual sale or packaged with Lock Tour Boat admission for a combined package experience. Ticket prices will range from $9 to $12 or packaged with Lock Tour Boat tickets for $20 to $60 providing a full day hop-on-hop-off ticket for the bus.

In addition to increasing tourism spending at local attractions, the double decker bus service will also add employment opportunities for three part-time bus drivers and one full-time General Manager.

The cost of the project is ~$286,150, with the funding model provided below.

Financing Model

Stakeholder Contribution: $60,000
Tourism Sault Ste. Marie (confirmed): $90,000
Tourism Development Fund (to be confirmed): $90,000
NOHFC: $46,150

While the proponents requested $60,000 from the Tourism Development Fund, the board of TSSM felt that the contribution from the TDF should match the commitment of $90,000 made by TSSM, reducing the need for the proponent to obtain a loan for the remaining $30,000.

The justification for the increased contribution provided by TSSM's Board of Directors was that the Double Decker Bus project meets all the objectives of the Tourism Development fund including:

- The development of quality tourism products
- Increase in overnight stays and visitor spending in Sault Ste. Marie by extending tour options and the potential to add additional length of stay for visitors.
- The enhancement of the Sault's tourism product offerings.
- Support of the City's reputation and position as a first-rate visitor destination.
- Fulfillment a gap in the tourism visitor experience; and
- Private sector tourism investment in Sault Ste. Marie

Further, the Double Decker Bus project aligns with the strategic priorities of Tourism Sault Ste. Marie, namely the priority of downtown waterfront activation and improvements.

In recognition of the positive impacts the Double Decker Bus Tour will have on activating the downtown the following resolution was passed:

"Be it resolved that Tourism Sault Ste. Marie recommend a contribution of $90,000 to support the Double Decker Bus Tour Project through the Tourism Development Fund – Product Development Stream and that a report be submitted to City Council for consideration and approval."

2024 Beaver Freezer Marathon

The third annual Beaver Freezer winter marathon is an all-ages event, with the opportunity for competitors to Nordic ski, fat bike or trail run in the 12 km, 21 km, or 42 km distance.

Scheduled for mid-March this unique event traverses many frozen lakes and wetlands including both Upper and Lower Island Lakes, Trout Lake, Caribou Lake, transitioning to our premier cross-country ski and fat bike trails and finally finishing at Hiawatha Highlands/Kinsmen Park. The Beaver Freezer is a one-of-a-kind homegrown event with no other event like it in the region/comparable U.S. market.

Given that U.S. markets have shown the ability to attract well over 1000+ visitors for cross country ski races/fat bike races at events like the Polar Roll and Noquemanon Ski Marathon, as well as its alignment with TSSM's Strategic Priorities, the Board identified the Beaver Freezer as a best-bet event to prioritize investment. Backed by an experienced event organizer with local roots the Beaver Freezer presents a unique opportunity, in that it has strong potential to attract out-of-town competitors during the winter season, which historically has been a slow period for travel to Sault Ste. Marie.

Staff recommended that $5,000 be allocated to support the Beaver Freezer's marketing expenses for the 2024 event, however the Board of TSSM felt that the event needed a longer-term commitment and additional funds to grow. As such, the board recommended that the funds be increased to a maximum of $20,000.

Tourism Development Funds will be dedicated to marketing the event over a two-year period, 2024 and 2025. Board members expressed confidence that a multi-year commitment, would result an increase in out-of-town registrants, as the organizers would have additional funds to market the event in Southern Ontario and Michigan.

Current participant projections for the upcoming event are included below, with projections for 2025 to be updated following the completion of the 2024 event.

Participants/ Visitation Projections for 2024

Locals: 202

Regional visitors: 80

Ontario visitors: 59

Canada: 41

USA: 58

International: 11

Economic Impact (out of town visitation only):

169 out of town visitors x 2 days x $150 = $50,700

In recognition of the positive impact the 2024 Beaver Freezer Marathon 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 $20,000 through the Tourism Development Fund – Conferences and Special Events

Stream to support the Beaver Freezer Marathon March 9, 2024, and that a report be submitted to City Council for consideration and approval."

Sault Ringette Club- Northeast Regional Championships

The Northeast Regional Ringette Championship (NER) scheduled for March 22-24, 2024, is a three-day ringette tournament that hosts teams from Sudbury, North Bay, Iroquois Falls and area. The NER Championship is a sanctioned tournament through the Provincial organization Ringette Ontario and will encompass divisions for ages 4-18+ with an estimated 32 teams participating equating to ~500 athletes plus family members travelling to compete.

The championship will be held at multiple rinks throughout Sault Ste. Marie including Northern Community Centre 1 and 2, JR 1 and 2 and Batchewana First Nation Rankin Arena.

Participants/ Visitation Projections

Visitor projections are based on the past five NER championships' attendance.

Locals: 472

Regional visitors: 0

Ontario visitors: 1,928

Canada: 0

USA: 0

Economic Impact (out of town visitation only):

1,928 out of town visitors x 2.5 days x $150 = $723,000

Due to the significant positive economic impact staff recommended the full request of $20,000 to support the NER Championship. The funds will be used to offset ice rental costs which alleviates budget expenses so that funds can be redirected to benefit the players and elevate their experience while playing in Sault Ste Marie.

In recognition of the significant positive impact, the 2024 North East Regional Ringette Championships 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 $20,000 through the Tourism Development Fund – Conferences and Special Events Stream to support the 2024 North East Regional Ringette Championship to be held March 22-24, 2024, and that a report be submitted to City Council for consideration and approval."

Sault Finnish Nordic Ski Club (SFNSC)- Ontario Youth Championships 2024

The 2024 Ontario Youth Championships (OYC) is an annual nordic/cross-country ski event for athletes from across Ontario up to 13 years in age. The event includes multiple races including an individual interval start free [skate] technique race, a fun race and a mass start classic technique event. The event has been hosted in

various Northern communities, last hosted in Sault Ste. Marie in 2022. Prior to that, it had been many years since the Sault was selected as a host venue.

In 2022, the SFNSC was supported by the Tourism Development Fund in the amount of $7,276.45 to host the tournament. A portion of that support was used to assist in the purchase of timing equipment to be able to pursue future competitions, such as the 2024 Championships.

The 2024 OYC is expected to attract a total of 438 attendees based on previous years registrations.

Participants/ Visitation Projections for 2023

Locals: 158

Regional visitors: 0

Ontario visitors: 280

Canada: 0

USA: 0

Economic Impact (out of town visitation only)

280 out of town visitors x 2.5 days x $150 = $105,000

Staff recommended that the request of $5,000 to support the 2024 Youth Championships. Continuing to support winter competition is vital to marketing Sault Ste. Marie as a four-season adventure town and aligns with priority sectors.

In recognition of the positive impact the 2024 Ontario Youth Cross Country Ski Championships 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 $5,000 through the Tourism Development Fund – Conferences and Special Events Stream to support the 2024 Ontario Youth Cross Country Ski Championships to be held March 1-3, 2024, and that a report be submitted to City Council for consideration and approval.”

Crank the Shield 2024

Crank the Shield is a three-day, multistage mountain bike race that runs in the backcountry of the Algoma district and Hiawatha Highlands/Kinsmen Park. The event traverses approximately 140km of trails showcasing the best of our award-winning trail network to a high value, influential mountain bike market.

The race combines the best of the Algoma outdoor region, local food and lodging to showcase the beauty of what the area has to offer, while conquering the challenge of the backcountry. Local food and beverage options are made available to cyclists every day of event and a new ride format allows participants the opportunity participate to purchase a ‘stop and go’ pass that lets cyclists be in downtown Sault Ste. Marie every evening of the event. The event also includes a downtown community event and ‘packet pick-up’ the evening prior. This will be the

third time Crank the Shield has been hosted in Sault Ste. Marie and Algoma Region, and it is anticipated that it will continue to be held locally on a two-year cycle.

Last hosted in Sault Ste. Marie in 2022, Crank the Shield received $5,000 from the Tourism Development Fund to support the event specific to marketing and promotion.

Participants/ Visitation Projections for 2024:

Projections are based on previous registration + 10% growth.

Locals: 33

Regional Visitors: 4

Ontario Visitors: 133

Canada: 25

USA: 25

Economic Impact (out of town visitation only)

183 out of town visitors x 4 days x $150 = $90,000

Staff recommended $6,000 to support Crank the Shield. The event has proven to attract out of town visitors, with a mix of new and recurring riders. There is excellent opportunity to grow the event with increased marketing and exposure. Additionally, many of the riders will have the opportunity to ride the new trails, many of which have been constructed since the last Crank event.

This event can be the premier cycling/MTB event in Northern Ontario and will attract a key target market to Sault Ste. Marie to showcase the best of our mountain bike trail investment.

In recognition of the positive impact Crank the Shield has 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 $6,000 through the Tourism Development Fund – Conferences and Special Events Stream to support the 2024 Crank the Shield, to be held August 15-18, 2024, and that a report be submitted to City Council for consideration and approval.”

Financial Implications
No new funds would be required. The Tourism Development Fund currently has $329,150 uncommitted for the purposes of financial assistance within the tourism sector.

Strategic Plan / Policy Impact / Climate Impact
This item supports the Corporate Strategic Plans Focus Area:

- Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability.

- Community Development – Develop partnerships with key stakeholders and reconciliation.

There are no climate change implications associated with this report.

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

Resolved that the report of the Director of Tourism and Community Development dated December 18, 2023 concerning Tourism Development Fund applications November 2023 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $141,000, as detailed below be approved:

1. Double Decker Bus Tours ($90,000)
2. Beaver Freezer Marathon ($20,000)
3. Sault Ringette Club – Northeast Regional Championships ($20,000)
4. Soo Finnish Nordic Ski Club – Ontario Youth Championships ($5,000)
5. Crank the Shield 2024 ($6,000)

Respectfully submitted,

Travis Anderson
Director, Tourism &
Community Development
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The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

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

PURPOSE
The purpose of this report is to update By-law 93-165, which appoints municipal law enforcement officers.

BACKGROUND
By-Law 93-165 is a By-law appointing municipal law enforcement officers and is amended from time to time.

ANALYSIS
Not applicable.

FINANCIAL IMPLICATIONS
There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT
This is an operational activity not articulated in the strategic plan.

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

The relevant By-law 2023-199 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Nicole Maione
Manager of Transit and Parking
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The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT:	Public Works and Engineering Services
RE:	Reconstruction of Wemyss Street – Engineering Fees

Purpose

The purpose of this report is to request Council approval for an increase to the engineering fee limit with Tulloch for Wemyss Street reconstruction.

Background

At the September 19, 2022 meeting, Council approved Tulloch Engineering to provide engineering services associated with the reconstruction of Wemyss Street with an engineering fee limit of $392,240 excluding HST.

At the March 20, 2023 meeting, Council awarded Contract 2023-2E Wemyss Street Reconstruction to Avery Construction.

Analysis

Tulloch is requesting an additional $86,478 in engineering fees to accommodate the extended duration of the construction inspection work as well as the costs of the material testing.

When the consultants submit their original proposal, they must estimate the length of the construction period to provide the estimated fees for construction administration prior to beginning the design of the project. As the design progresses, the Consultant is in a better position to determine the length of the contract. In the case of the Wemyss Street reconstruction projects, Tulloch provided fees for 28 weeks of construction. Once detailed design was completed, it was determined that the contract should include 33 weeks of construction. Part of Tulloch's additional fee request is to accommodate the additional length of time needed for construction administration.

The other component of the request for additional fees is to cover the costs of material testing. Typically, in road reconstruction projects, the Contractor is responsible for the cost of the materials testing. Tulloch operates the certified laboratory to undertake construction materials testing and cannot be hired by the Contractor to test materials while they are hired by the City to provide construction

administration. Therefore, the City pays Tulloch directly for the materials testing. Often Tulloch is able to accommodate this cost within their upset limit despite not including the testing specifically in their proposal; however, the size of the Wemyss Street project has not allowed them to do so this time.

In future projects with Tulloch that require materials testing, staff will recommend including a testing allowance in the Engineering Services contract.

Financial Implications
At the March 20, 2023 meeting, Council approved a project budget of $4,641,223. The increase to Tulloch's engineering fees from $399,144 to $487,143 including non-recoverable HST, can be accommodated within the project budget when taking into consideration the unused contingency and under-runs.

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the infrastructure focus areas of the Strategic Plan.

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

Resolved that the report of the Municipal Services and Design Engineer dated December 18, 2023 concerning the engineering fees for Wemyss Street Reconstruction be accepted and that Council approve increasing the engineering fee limit in Tulloch's agreement by $86,478.

Respectfully submitted,

Maggie McAuley, P. Eng.
Municipal Services and Design Engineer
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The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

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

Purpose

The purpose of this report is to update Council on the current status of the Waste Management Environmental Assessment (EA) and the formal submission of the EA document to the Ministry of the Environment, Conservation, and Parks (MECP) for approval.

Background

The following summarizes the key points related to the Waste Management EA background:

1. In 2005, the City secured MECP approval for the Solid Waste Management EA Terms of Reference, initiating the EA process in 2006.
2. The EA review explored various waste management strategies, including increased waste diversion, incineration/high heat processes, landfill, waste export, and the do-nothing alternative.
3. Following a thorough evaluation and public consultation, the preferred long-term waste management approach was identified as increased waste diversion coupled with landfilling of residual waste.
4. The Waste EA was paused to assess a private sector waste-to-energy alternative before resuming the EA process.
5. The preferred alternative involves an expansion of the existing Fifth Line disposal footprint to the west and north and mining a portion of the existing waste. All new waste disposal cells and the mined cell will include a liner and leachate collection system.
6. In 2017, the Waste Management EA Draft document was submitted to the Ministry for comments. These comments have been addressed, and additional land acquisition processes have taken place and are ongoing to facilitate the landfill expansion. The final Environmental Assessment document will be submitted to the Ministry for review and approval in January 2024.

Analysis
The Waste Management Environmental Assessment project information will be made public on the Ministry's environmental assessment webpage. A seven-week public review period will follow, during which the Ministry will consider any received comments. The final document will also be available on the City's website located at www.saultstemarie.ca/solidwasteea, and in hard copy at the Ronald A. Irwin Civic Centre, the James L. McIntyre Centennial Library, and MECP offices in Toronto, and locally.

Financial Implications
The Business and Implementation Plan for the landfill includes consideration of the proposed expansion and is currently undergoing an update.

Strategic Plan / Policy Impact / Climate Impact
The report links to the Strategic Plan Focus Areas of infrastructure, and specifically maintaining existing infrastructure.

The current landfill contributes 0.02% to Ontario’s total GHG emissions, with the post-closure condition estimated at 0.03%. Mitigation efforts include minimizing travel distances through landfill expansion, implementing expansion of the active landfill gas collection system, processing biosolids and source separated organics to reduce landfill gas, and incorporating climate-resilient design considerations like stormwater management, demonstrating the project’s commitment to climate mitigation and adaptation.

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

Resolved that the report of the Manager of Development and Environmental Engineering dated December 18, 2023 concerning Waste Management Environmental Assessment be received as information.

Respectfully submitted,

Catherine Taddo, P. Eng.
Manager, Development and Environmental Engineering
705.759.5380
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The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Lauren Perry, Community Emergency Management Coordinator
DEPARTMENT:	Fire Services
RE:	Sault Area Hospital Emergency Assistance Agreement

Purpose

The purpose of this report is to obtain approval to renew the Emergency Assistance Agreement between the City of Sault Ste. Marie and Sault Area Hospital.

Background

An Emergency Assistance Agreement and By-law were approved on April 2, 2020. The purpose of the agreement between The City of Sault Ste. Marie and the Sault Area Hospital is to establish a protocol for a multi-site evacuation in the event of a large-scale emergency. Recognizing the unpredictable nature of emergencies, the agreement outlines the cooperation between Sault Area Hospital and the City of Sault Ste. Marie in providing assistance, including the use of municipal facilities and equipment, in the event of an evacuation.

The agreement is in accordance with Section 13(3) of the *Emergency Management and Civil Protection Act*, allowing the municipality to enter into agreements for the provision of personnel, services, equipment, or materials during an emergency. The City of Sault Ste. Marie agrees to render assistance, such as making facilities and equipment available for evacuees and providing municipal personnel as necessary. The agreement emphasizes that the use and control of facilities and equipment rest with Sault Ste. Marie, with due consideration given to safety requirements for accommodation. The agreement is contingent on the occurrence of a large-scale evacuation, and the City of Sault Ste. Marie retains the final authority over the use of facilities and equipment.

Analysis

This agreement requires a review every three years or at the request of the other party. Sault Area Hospital has requested it be reviewed and wanted to ensure the continued desire to have this relationship and agreement in place. Through the Legal Department staff have been consulted and all are supportive of this continued relationship.

Financial Implications
Sault Area Hospital is obligated to pay all costs and expenses incurred by the City of Sault Ste. Marie under the agreement.

Strategic Plan / Policy Impact / Climate Impact
Community Development – The Emergency Assistance Agreement strengthens partnerships with our key stakeholders.

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

Resolved that the report of the Community Emergency Management Coordinator dated December 18, 2023 concerning Sault Area Hospital Emergency Assistance Agreement be received and that Council hereby confirms their review of this Agreement and their approves the continuance of this Agreement on the same terms and conditions as set out therein.

Respectfully submitted,

Lauren Perry
Community Emergency
Management Coordinator
705.971.5930
l.perry@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Peter Johnson, Fire Chief
DEPARTMENT:	Fire Services
RE:	Batchewana First Nation Rankin Reserve Fire Protection Agreement

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Purpose
The purpose of this report is to seek Council approval for a one-year renewal to provide fire protection services for the Batchewana First Nation Rankin Reserve.

Background
The City of Sault Ste. Marie and Fire Services has a long-standing relationship that dates back to 1976 with Batchewana First Nation. Presently, an agreement to provide fire protection expires on December 31, 2023.

Analysis
Sault Ste. Marie Fire Service provides emergency response to the Batchewana First Nation Rankin Reserve. This includes response for fires, medical response, auto-accidents resulting in extrication, carbon monoxide and commercial fire alarms. The renewed agreement has no changes to it, however annual formulary changes are included in the invoicing to determine the costs associated with the delivery of fire protection. The agreement is found elsewhere on the agenda for review.

Financial Implications
The Fire Protection agreement generates $171,055 in revenue for the City of Sault Ste. Marie.

Strategic Plan / Policy Impact / Climate Impact
Service Delivery – Sault Ste. Marie Fire Services will continue to provide efficient and effective service to the community and community stakeholders, resulting in excellent customer service.

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

The relevant By-law 2023-195 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Peter Johnson
Fire Chief
705.949.3333
p.johnson@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Sale of Surplus Property – 193 James Street

Purpose

The purpose of this report is to seek Council approval of a conditional Agreement of Purchase and Sale between the City and James St. Co. Limited for the sale of 193 James Street, legally described as PIN 31578-0049(LT) PT LT 6 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S AS IN T434356; T/W T434356; SAULT STE. MARIE.

Attachment

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

Background

The Legal Department received a request from Alan Spadoni to ascertain if 193 James Street could be declared surplus. James St. Hardware and Furniture Company Limited owns the adjacent lands and operates Spadoni's Furniture and Appliances. Mr. Spadoni advised that he was interested in the Property for parking, accessible access and enhancements to his current property. On December 14, 2020, By-law 2020-223 declared the Property surplus to the City's needs and approved the disposition of same to the abutting owner.

The sale of the Property was advertised on the City's web page advising that the City wished to sell to the abutting owner. No comments or objections were received. A determination of the value for the sale of the Property was required.

Mr. Spadoni provided the Legal Department with a formal appraisal completed by Samuel Butkovich, AACI, PApp, Senior Appraiser, AREA Real Estate Appraisals dated June 27, 2021. The market value of this Property was estimated at Seven Thousand Nine Hundred ($7,900) Dollars.

The Legal Department requested a valuation of the Property. Kim Porco, EXIT Realty True North, Brokerage valued the Property between $8,000 and $10,000.

Negotiations ensued. Pursuant to direction provided by Council at the Closed Meeting held on October 30, 2023 and the delegated authority granted by By-law 2023-17, the Assistant City Solicitor/Senior Litigation Counsel signed an Agreement of Purchase and Sale, conditional upon Council approval by January 10, 2024. Council approval shall occur only upon the passing of a By-law authorizing the sale of Subject Property to James St. Co. Limited. James St. Co. Limited also signed the required Acknowledgement and Release confirming that it understands that the Agreement of Purchase and Sale is conditional upon the Council approval sought herein.

Analysis
If the City decides to dispose of the Property, it would be consistent with the City's plan to dispose of surplus property.

Financial Implications
The Property is presently owned by the City and is exempt from property taxes. Upon the sale, the Property would become taxable depending upon its ultimate use. Further, the City would receive the sale proceeds, being $8,500 at the time of closing. Both parties are responsible for their own legal fees. A survey is not required as the property is a defined piece of land. Upon the sale, the Property may become taxable depending upon its ultimate use.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter not articulated in the corporate Strategic Plan.

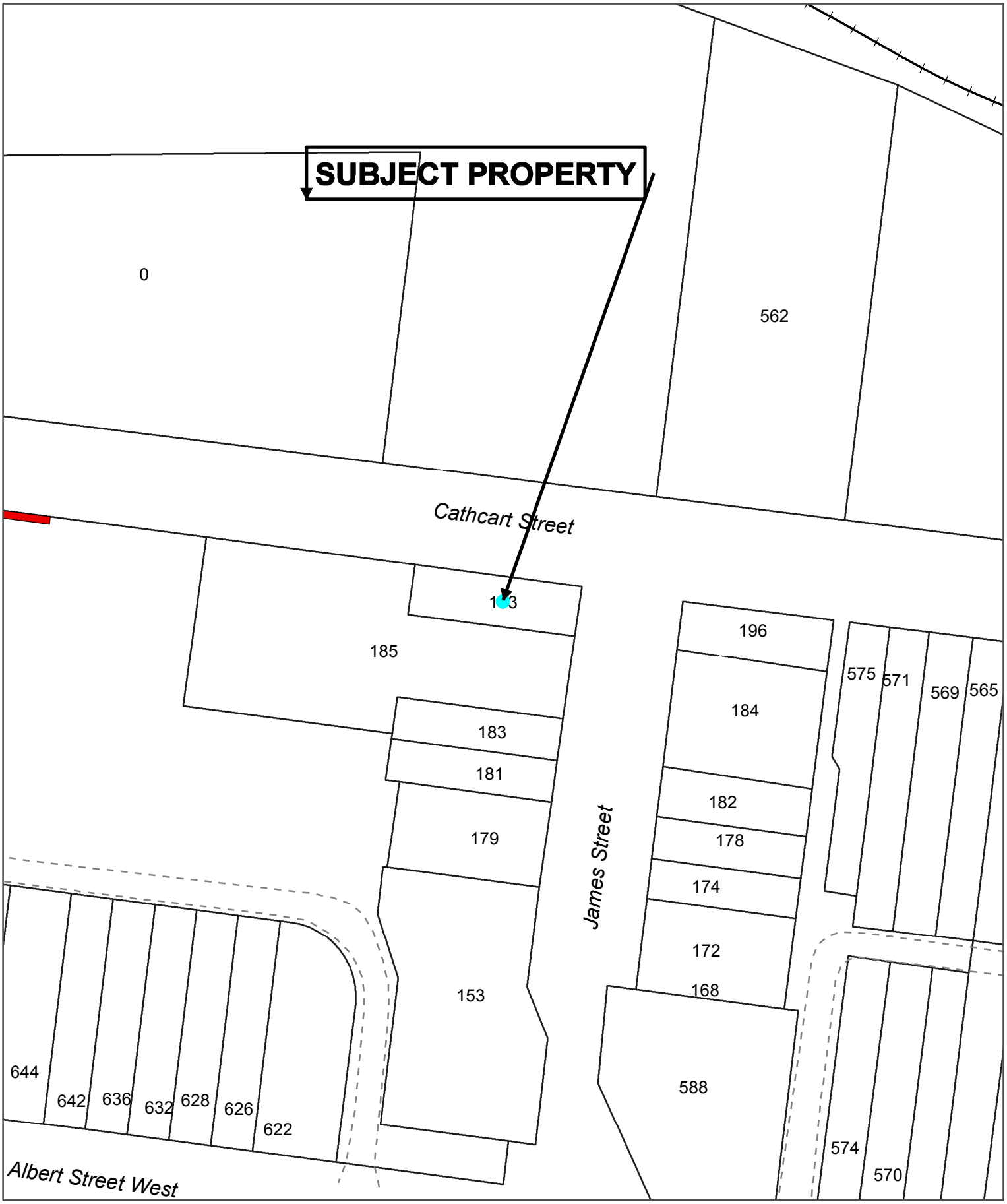
Recommendation
It is therefore recommended that Council take the following action:

The relevant By-Law 2023-193 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation
Counsel

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SUBJECT PROPERTY
0
562
Cathcart Street
185
183
181
179
153
James Street
196
184
182
178
174
172
168
588
575
571
569
565
574
570
644
642
636
632
628
626
622
Albert Street West

The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jonathan Kircal, RPP, Intermediate Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	Proposed Amendments to Zoning By-law 2005-150: Residential Development Regulations

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Purpose

The purpose of this report is to provide Council with information on a series of zoning amendments intended for formal submission at the upcoming January 28, 2024 Council meeting. Additionally, it seeks Council's approval to commence formal public notice regarding these proposed amendments.

The amendments are aimed towards promoting more housing construction by permitting a greater mix of residential uses in more zones, and by revising development standards to encourage flexibility and greater residential densities.

The proposed amendments include the following:

- Permitting up to 4 dwelling units on all urban residential lots, including lots in the single-detached residential zone (R2), subject to "performance standards", such as setbacks, lot coverage, building height, etc.

- Replacing the terms single-detached homes, semis, triplexes and fourplexes with "detached residential building", that can contain 1, 2, 3 or 4 units.

- Permitting higher density residential development (greater than 4 dwelling units) in the low-density residential zone (R3), in the form of detached residential buildings and multiple-attached dwellings with no limit on the number of dwelling units.

- Permitting additional types of residential uses in Commercial zones and adding dwelling units as a permitted use in the Shopping Centre Zone (C5) zone, subject to restrictions on ground floor dwelling units in certain circumstances.

- Permitting a variety of dwelling units within the Institutional Zone (I).

- Reducing parking requirements to one space per dwelling unit.

Background

This report highlights several zoning amendments aimed at fulfilling several actions outlined in the Housing Action Plan, specifically those sub-actions under the '*Mechanisms for Residential Intensification (Regulatory Flexibility)'.*

Also identified in this report are zoning amendments required to conform with the recent Provincial Bill 23 legislation mandating that municipalities eliminate by-laws or policies that would restrict construction of 3 units on an urban residential lot.

Finally, this report responds to the following Council resolution passed on March 21, 2022:

> *Whereas the City of Sault Ste. Marie, like other northern municipalities, struggles to maintain assessment growth rates commensurate with the cost of providing municipal services; and*
>
> *Whereas the draft Official Plan for Sault Ste. Marie 2022 highlights the need for an increase in housing supply; and*
>
> *Whereas in-fill, purpose-built rental and densification developments provide an increase in housing supply without requiring extensions/increases in municipal services; and*
>
> *Whereas the Provincial government has recently published the report of the Housing Affordability Task Force, which recommends, among other things, 'as-of-right' zoning by-laws that would, subject to maximum lot coverage, height and parking minimums, allow up to 4 units to occupy property that currently has single family residential zoning*
>
> *Now Therefore Be it Resolved that staff be requested to report on the potential benefits and costs of Sault Ste. Marie adopting 'as of right' zoning in its new Official Plan.*

Analysis

Policy Background

Planning staff are proposing significant changes to residential development regulations that will apply to nearly all residential, commercial and institutionally zoned lands within the "urban settlement area". The urban settlement area includes lands with access to municipal water and sewer services.

Key takeaways:

- The significant proposed amendments contained in this report are not entirely at the discretion of Planning staff but also directed by Provincial policy that governs land use, which municipalities must be consistent with.

- In 2022, the Province adopted Bill 23, the *More Homes Built Faster Act,* which removed the ability for municipalities to pass a by-law prohibiting 3 residential units on an urban residential lot. The Bill effectively ended single-detached zoning within urban areas of the city since lots can now have 3 residential units on them (subject to certain performance standards being met).

- The Single-Detached Residential Zone (R2) loses some relevance since there no longer exists the ability for the City to designate a zone specifically for single-detached homes within an urban area.

- The Federal Government has indicated that municipalities must implement zoning regulations that permit up to four dwelling units, as a matter of right, on any urban lot in order to qualify for the $4 billion Housing Affordability Fund.

“Gentle Density”

Reducing development regulations to incentivize and speed up housing construction was the driving force behind the recent Provincial policy direction, and one of the key objectives of the City’s Housing Action Plan. The aim is to increase housing supply by appropriately integrating small-scale residential development within existing neighbourhoods without the need for a rezoning. This model of growth has been described as “gentle density”.

Gentle density refers to low-impact, modest, and often incremental housing developments within existing neighbourhoods that are primarily zoned for single-detached homes. Examples of gentle density developments include the conversion of single-detached homes to create multi-unit dwellings, and the construction of purpose-built multiplexes (duplexes, triplexes and fourplexes). Additional stand-alone structures containing dwelling units, commonly referred to as garage lofts or granny flats, are also examples of gentle density.

Across North America and abroad, gentle density and similar urban planning concepts have gained traction as a response to rising housing prices and changing socio-demographics that have made it increasingly difficult for many to obtain adequate housing. Gentle density is also recognized as an effective tool for growth management, environmental sustainability and neighbourhood revitalization, making it a compelling solution for today’s urban challenges.

Summary – Benefits of Gentle Density	
Housing affordability	Gentle density can increase the overall housing supply and help address housing affordability issues where supply is not aligned with demand. By expanding housing options and including smaller and multiple dwelling units, the housing market becomes more accessible to a broader range of income levels.
Optimal land use and infrastructure	In multiple neighbourhoods, there is under-utilized space and land. Gentle density allows for more efficient use of these areas without dramatically altering the neighbourhood's character, thereby promoting better land and infrastructure use.
Reducing outward expansion of growth	By encouraging gentle density in existing neighborhoods, it can help prevent the outward development of growth and its associated impacts of premature infrastructure expansion and servicing, as well as environmental impacts.
Supporting local businesses and communities	Increasing the population density in certain areas can support local businesses, promote walkability, and create more vibrant, community-oriented neighborhoods.
Flexibility for homeowners and Ageing in Place	Permitting additional residential units provides homeowners with not only opportunities for additional rental income, but also the ability to house extended family members and caregivers while maintaining home ownership. Further, older individuals have the option to downsize from larger family homes to smaller forms of housing that require less maintenance.

Amendment 1: Update Definitions and Terms

Basing regulations for small-scale residential uses by number of dwelling units and housing type has become less relevant and counter-productive, as such, a new approach is recommended.

The zoning by-law definitions are proposed to be revised to categorize residential development in the following dwelling types:

- Detached residential buildings containing 1 to 4 dwelling units.
- Multiple-attached dwellings (also referred to as townhomes).
- Apartment buildings of up to five storeys.
- Apartment buildings greater than five storeys.

The proposed changes can be summarized as follows:

- Repeal the terms of single-detached dwelling, semi-detached, duplex and triplex definitions and replace them with the singular term “Detached Residential Building”. Detached residential buildings can have 1 to 4 units, depending on its ability to meet required setbacks, lot coverage, height and parking requirements, to name a few.

- Remove the requirement that multiple-attached dwellings must have separate independent entrances.

  To distinguish between a “detached residential building” and “multiple-attached dwelling”, the latter will also be defined as having three or more units that are horizontally stacked and also front directly upon a street.

- Apartments would be defined as consisting of no less than five residential units. This will distinguish apartments from other multi-unit type buildings.

Amendment 2: Replace “Accessory Use Second Units” With a More Streamlined Substitute.
The Province's *Strong Communities Through Affordable Housing Act, 2011* mandated Accessory Use Second Units. However, in 2023, Bill 23 replaced this with the Additional Residential Unit (ARU) regulations, removing references to "second units" from the *Planning Act*. Consequently, it is advisable to revoke the Accessory Use Second Unit regulations from the zoning by-law.

In contrast to second units, ARU requirements will be fulfilled by permitting detached-residential buildings of up to four units. The size of residential units on a lot will not be based on the gross floor area of the first, or primary, residential unit. This change in approach will provide more flexibility to promote a wider range of housing options and diverse living situations.

Due to this level of integration, ARUs will not be a defined term in the zoning by-law.

Amendment 3: Rural Area Zone (RA) and Estate Residential Zone (R1)
Concerns regarding groundwater quantity, strain on septic infrastructure, and the peripheral location of these lots beyond the urban settlement area make it appropriate to place limitations on gentle density within these zones.

Planning staff recommend continuing with existing regulations that limit residential development to just a single-detached dwelling plus a second residential unit. However, as a technical amendment, these residential terms will be repealed and replaced with a “detached residential building containing up to two dwelling units” as a permitted use. Bill 23 does not apply to rural residential lots.

Amendment 4: Permitted Dwelling Types in Residential Zones (R2 to R5)
The classifications of single-detached, semi-detached, duplex, double-duplex, and triplex dwellings will be repealed and replaced with the term "detached residential building." Only the R2 zone will have an explicit restriction on the number of dwelling units that can be built on the lot (up to four), and all other zones will rely on the performance standards of buildings and the size of the lot. This is to ensure that residential intensification in the R2 zone is in fact incremental and low impact

on the surrounding area. Any deviations would prompt a staff review and public notice in the form of either a minor variance or rezoning application.

Permitted uses are outlined in the table below:

Changes in the Residential Zones (*excluding R1*)				
	Single-Detached Residential Zone (R2)	Low-Density Residential Zone (R3)	Medium-Density Residential Zone (R4)	High-Density Residential Zone (R5)
Detached building	Yes, up to 4 units.	Yes, up to 4 units.	Yes, 2 to 4 units.	Yes, no less than 4.
Multiple attached	Yes, up to 2 storeys.	Yes, up to 2 storeys.	Yes, up to 2 storeys.	Yes, up to 2 storeys.
Apartments	Not permitted.	Not permitted.	Yes, up to 5 storeys.	Yes, no height limit.
Maximum number of dwelling units.	No more than 4 units on a lot.	No limitation. Performance standards will guide development.	No limitation. Performance standards will guide development.	No limitation. Performance standards will guide development.
Maximum number of buildings.	No maximum. Performance standards will guide development.			

In the R3, R4, and R5 zones, performance standards, instead of specific dwelling unit or building number limitations will be used. These standards regulate the scale and placement of development on a lot, ensuring an appropriate and contextually sensitive distribution of buildings and units to prevent overdevelopment. Examples include setbacks from lot lines, required frontage, maximum building height, maximum lot coverage percentages, and parking requirements.

Appendix A, B, and C detail these performance standards and are largely based on existing regulations, but with a few modifications:

- A new regulation that would require at least 50% of the front and required exterior side yards to be landscaped. This is in response to anticipated increases in parking demand and will minimize the visual impact and traffic safety concerns associated with large parking areas that directly abut the public right-of-way.
- Slight frontage relief for some multi-unit structures, as well as limiting the height of a building containing a residential unit to one storey when situated in the required rear yard. The purpose of the height regulation is to mitigate privacy overlook concerns, and to control the overall massing of structures located in backyards.

This approach is recommended to allow for greater flexibility to combine different low-density dwelling types on the same lot.

This is consistent with sub-action 2.1 and 2.2 of the Housing Action Plan.

Amendment 5: Institutional Zone
The Institutional Zone (I) permits schools, places of worship, government offices, community organizations, and non-profit agencies. At present, residential uses are not permitted in this zone, other than nursing homes and assisted living facilities.

Planning staff recommend permitting the following residential types as additional uses:

- Detached residential buildings.
- Multiple-attached dwellings.
- Apartment buildings up to five storeys.
- No cap on the number of units or buildings on a lot.

This will enable flexibility to co-locate residential uses with supportive non-profit and similar activities, as well as to convert under-utilized space. Institutional zoned lands are aptly suited to accommodate residential growth given that they are often well integrated in existing residential neighbourhoods.

The building regulations outlined in Appendix B – Amended Low Density Residential Zone (R3), would be applied to residential use in the institutional zones.

A number of institutionally zoned lands are located beyond the Urban Settlement Area and are therefore not appropriate for denser forms of residential uses. Therefore, it is recommended that residential development of such lands be subject to Estate Residential Zone (R1) regulations.

This is consistent with sub-action 2.4 of the Housing Action Plan.

Amendment 6: Commercial Zones
Residential uses are permitted in most commercial zones, however, there are opportunities to further increase their use where they are presently not permitted.

This is consistent with sub-action 2.4 of the Housing Action Plan.

A summary of the proposed commercial zones are highlighted in the table below. In the Riverfront Zone (C3), an expansion of permitted uses is proposed to include "detached residential buildings" comprising a minimum of 3 dwelling units, in addition to apartments and multiple-attached dwellings, which are already permitted.

The Shopping Centre Zone (C5) does not currently permit residential uses. Given that these sites inherently host considerable commercial, and employment opportunities, enabling denser residential development alongside such amenities will foster vibrant, walkable, and mixed-use areas.

In the Central Commercial Zone (C2), and General Commercial Zone (C4), ground-floor residential uses are currently prohibited. The reason for the restriction is to maintain an active commercial presence along main streets and to separate residential spaces from potentially disruptive activities that occur at street level in commercial areas.

It is recommended to remove ground-floor level restriction for new developments. New constructions possess the advantage of being able to tailor the building design and exterior appearance to mitigate any potential adverse effects on residential units. Conversions of existing buildings on the other hand should continue to be assessed on a case-by-case basis through the minor variance process to ensure that façade matters such as large storefront windows are appropriately redesigned to accommodate a residential dwelling.

Bill 23 has exempted residential developments of 10 or less units from Site Plan Control (SPC). In the absence of SPC, the minor variance process will provide staff an opportunity to determine such a development's appropriateness on a particular site.

Overview of Commercial Zones
(includes proposed and existing regulations)

	Traditional Commercial (C1)	Central Commercial (C2)	Commercial Trans. (CT2)	Riverfront (C3)	Gen. Commercial (C4)	Shopping Centre (C5)
Detached building	Yes, up to 4 units	Yes, up to 4 units	Yes, up to 4 units	Yes, no less than 3.	Yes, no less than 3.	Yes, no less than 4.
Multiple attached	Yes	Yes	Yes	Yes	Yes	Yes, no less than 4.
Apartments	Yes, up to 5 storeys	Yes, no max height	Yes, up to 5 storeys	Yes, no max height	Yes, no max height	Yes, no max height
No. of units or buildings	No maximum					
Ground Floor Residential	Permitted	Prohibited within existing buildings	Permitted	Permitted	Prohibited within existing buildings	Prohibited within existing buildings

Amendment 7: Reduced Parking Space Requirements

Accessory use second units and multiple-attached dwelling units must currently provide one parking space per unit. All other residential uses such as single-detached homes and apartments are required to provide 1.25 spaces per dwelling unit rounded to the nearest whole number. A staff-conducted jurisdictional scan and on-site survey of select parking areas indicate that these requirements lean towards the higher end.

The zoning by-law currently follows a uniform parking standard without considering a property's location within the city. These regulations could needlessly restrict the number of units on a site in order to fit in an unwarranted amount of parking spaces on a site. Additionally, an excess of parking spaces might significantly impact the visual appeal of the streetscape.

A forthcoming City-initiated zoning amendment, referred to as Parking Reform, anticipated for submission to Council in February 2024, will recommend a tiered approach to parking requirements based on a property's location. The extent of parking reduction will correlate with a location's proximity to active transportation options, services, retail and employment opportunities, and other community amenities.

As an interim measure, until the more comprehensive parking reform report is submitted to Council, it is recommended to implement a standard requirement of one parking space per dwelling unit for all residential uses. Despite this reduction, to ensure an adequate provision of accessible parking spaces are available, the percentage allotted for barrier-free parking will be increased from 6% to 8%.

This is consistent with sub-action 2.5 of the Housing Action Plan.

Minor Technical Amendments
A number of technical changes to retitle, renumber and housekeeping amendments are also proposed, including, but not limited to removing the one dwelling unit limit, reorienting frontages and addressing legal non-conforming buildings and lots.

Next Steps:
Official public notice will be released in early January. As part of the Grow the Sault initiative, three information sessions in addition to one pop-up event during the downtown plaza opening were held during the month of November 2023. This was advertised in SooToday, social media and on the City website. Approximately 40 people attended the information sessions and staff interacted with 44 individuals during the downtown plaza launch.

Planning staff is currently in consultation with relevant city departments and outside agencies.

A report formally requesting Council's approval of these amendments is anticipated on January 28, 2024.

Financial Implications
No impacts on municipal finances are anticipated with this information-only report.

The draft recommendations that will be brought in a forthcoming report, direct a level of growth to existing areas of the city that are already serviced by infrastructure like roads, water, sewer and other utilities. Directing growth from within rather than expanding outwards avoids the need for costly infrastructure expansion.

Strategic Plan / Policy Impact / Climate Impact
No impact on the Strategic Plan or Policy is anticipated with this information-only report.

The draft recommendations that will be brought in a forthcoming report are consistent with the Infrastructure, Service Delivery and Quality of Life focus areas of the City's Corporate Strategic Plan. Directing growth within existing communities has the potential to reduce transportation and construction-related emissions.

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

Resolved that the report of the Planner dated December 18, 2023 concerning Proposed Amendments to Zoning By-law 2005-150: Residential Development Regulations be received as information and that Council direct staff to provide formal public notice to hear the aforementioned zoning amendments at the January 28, 2024 Council meeting.

Respectfully submitted,

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Appendix A – Amended Single-Detached Residential Zone (R2)		
Standards (Minimum, unless otherwise noted)	R2 lots that abut Lake Superior and St. Mary's River	All other R2 lots
Lot Area	650m^2	550m^2
Frontage	18m	15m
Front yard	7.5m	7.5m
Exterior side yard	4m	4m
Interior side yard	1.2m for 1 storey 1.8m for 2 storeys	1.2m for 1 storey 1.8m for 2 storeys
*The other interior side yard**	3.5m*	3m*
Rear yard (single-storey bldg)	15m from rear lot line	10m (1.2m)
Maximum Building Height	2 storeys	2 storeys
Maximum Lot Coverage	40%	40%
Landscaped Open Space	n/a	n/a
Required Front and Exterior Yard Landscaping	50%	50%
Distance from any other building	1 metre	1 metre
**Only applicable if required parking spaces are not located in an attached garage.*		

Appendix B - Amended Low Density Residential Zone (R3)			
Standards (Minimum, unless otherwise noted)	Detached Residential Building with 1 to 2 dwelling units, Group Homes, and Rooming Houses	Detached Residential Building with 3 to 4 dwelling units	Multiple Attached Dwelling Unit
Lot Area (In *the downtown*)	460m^2 (279m^2)	460m^2	N/A
Frontage (In *the downtown*)	14m (9m)	18m	20m
Front yard (In *the downtown*)	7.5m (7.5m)	7.5m	7.5m
Exterior side yard	4m	4.5m	6m
Interior side yard	1.2m for 1 storey 1.8m for 2 storeys	1.2m for 1 storey, 1.8m for 2 storeys	1.2m for 1 storey 1.8m for 2 storeys
The other *interior side yard**	3m	3m	3m
Rear yard *(single-storey bldg)*	10m (1.2m)	10m (1.2m)	10m (1.2m)
Maximum Building Height (In *the downtown*)	2 storeys (2 ½ storeys or 9m)	2 storey (2 ½ storeys or 9m)	2 storeys (2 ½ storeys or 9m)
Maximum Lot Coverage	40%	40%	40%
Landscaped Open Space	N/A	N/A	N/A
Required Front and Exterior Yard Landscaping	50%	50%	50%
Distance from any other building	1 metre	1 metre	1 metre
**Only applicable if required parking spaces are not located in an attached garage.*			

Appendix C – Amended Medium Density Residential Zone (R4)				
Standards (Minimum, unless otherwise noted)	Detached Residential Building with 2 dwelling units	Detached Residential Building with 3 to 4 dwelling units	Multiple Attached Dwelling Unit	Apartment Building
Lot Area	N/A	N/A	N/A	N/a
Frontage	14m	18m	20m	23m
Front yard	7.5m	7.5m	7.5m	7.5m
Exterior side yard	4m	4.5m	6m	7.5m
Interior side yard	1.2m for 1 storey 1.8m for 2 storeys	1.2m for 1 storey 1.8m for 2 storeys	1.2m for 1 storey 1.8m for 2 storeys	7.5m
The other interior side yard*	3m	3m	3m	7.5m
Rear yard *(single-storey bldg)*	10m (1.2m)	10m (1.2m)	10m (1.2m)	10m (1.2m)
Maximum Building Height	2 ½ storeys or 9m	2 ½ storeys or 9m	2 ½ storeys or 9m	5 storeys
Maximum Lot Coverage	40%	40%	40%	30%
Landscaped Open Space	N/A	N/A	n/a	30%
Required Front and Exterior Yard Landscaping	50%	50%	50%	50%
Distance from any other building	1 metre	1 metre	1 metre	1 metre
**Only applicable if required parking spaces are not located in an attached garage.*				

The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Salvatore Marchese, Junior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	A-1-23.CIP – Economic Growth Community Improvement Plan 2023-2028

Purpose

The purpose of this report is to request Council approval of a five-year renewal of the Economic Growth Community Improvement Plan that has been in effect from 2018-2023.

Background

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

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

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

In November 2023, Council authorized staff to give public notice in accordance with the requirements of the *Planning Act* for a five-year extension of the Economic Growth Community Improvement Plan.

Analysis

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

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

The total funds available for the tax increment equivalent grant (TIEG) are subject to a yearly amount approved by Council.

The following emerging economic sectors would qualify for significant new investment as part of the program:

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

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

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

The Community Improvement Plan is attached as Schedule ‘A’.

It is recommended that the ‘export’ orientated industries requirement be removed as the Economic Development staff have indicated the business landscape has evolved since the program started. By removing the requirement for ‘export’ only oriented businesses, opportunities for a wider range of local businesses will allow for investment in line with the core values of the EDF. It is still understood that export related businesses remain the primary focus of this program and successful proponents will need to demonstrate net positive revenue into the community. The program is not meant to provide incentives to businesses that serve the local population only, such as restaurants and retail sales.

The proposed renewal of the program will see the responsibilities for the oversight of the program shift from Planning to Economic Development, which consults and works with potential applicants for the program and administers the EDF. Applications will be reviewed by staff, with final approval subject to Council approval.

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

Public notice was given on November 25, 2023. No comments have been received regarding the renewal of this program as of the writing of this report.

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

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

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

This program is consistent with and supports the following:

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

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

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

The relevant Bylaw 2023-197 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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ECONOMIC GROWTH COMMUNITY IMPROVEMENT PLAN RENEWAL 2023-2028

Sault Ste. Marie Economic Growth Community Improvement Plan 2023

LEGISLATIVE AUTHORITY

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

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

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

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

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

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



BACKGROUND

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

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

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

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

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

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

ADDRESSING THE CHALLENGE

Since 2003 the City, with financial assistance from both the Federal and Provincial governments, has invested significantly to acquire property and extend water, sewer, road and rail services in industrial areas.

Some of these properties benefit from having direct access to a major truck route, rail service through Algoma Steel and the deep-water port facilities provided by Purvis Marine Limited.

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





THE PROJECT GOALS AND OBJECTIVES INCLUDE:

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

RELEVANT PLANNING POLICIES AND REGULATIONS

PROVINCIAL POLICY STATEMENT

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

- **SECTION 1.1** Managing and directing land use to achieve efficient and resilient development and land use patterns.
- **SECTION 1.3.1** Planning authorities shall promote economic development and competitiveness by:
  a. Providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
  b. Providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
  c. Facilitating the conditions for economic investment by identifying strategic sites for investment, monitoring the availability and suitability of employment sites, including market-ready sites, and seeking to address potential barriers to investment.
- **SECTION 1.6.1** Infrastructure and public service facilities shall be provided in an efficient manner that prepares for the impacts of a changing climate while accommodating projected needs.
- **SECTION 1.7.1** Long-term economic prosperity should be supported by:
  a. Promoting opportunities for economic development and community investment-readiness;
  b. Optimizing the long-term availability and use of land, resources, infrastructure and public service facilities;
  c. Promoting the redevelopment of brownfield sites.

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

GROWTH PLAN FOR NORTHERN ONTARIO 2011

The Growth Plan for Northern Ontario requires that municipalities:

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

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

COMMUNITY ADJUSTMENT COMMITTEE RECOMMENDATIONS

In 2017, the City in partnership with the Ministry of Advanced Education and Skills Development created a Community Adjustment Committee to make recommendations on improving economic growth and diversity, social equity, cultural vitality, and environmental sustainability in Sault Ste. Marie.

The Committee's final report, *"A Common Cause and New Direction for Sault Ste. Marie"* identified eight overarching goals among a total of 35 recommendations. These recommendations include: a refocus on economic and community development, growth from within, and new efforts to grow the information technology, global tourism and research sectors.

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

CITY OF SAULT STE. MARIE CORPORATE STRATEGIC PLAN

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

OFFICIAL PLAN

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

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

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

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

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

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

INDUSTRIAL LAND DEVELOPMENT STRATEGY

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

PROGRAM CRITERIA

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

- Potential program participants must be an identified priority business in the following sectors to be considered for the Economic Growth Community Improvement Program:
  a. Agriculture, aquaculture and food processing
  b. Arts, culture and creative industries
  c. Digital economy
  d. Forestry and value-added forestry related industries
  e. Health sciences
  f. Minerals sector and mining supply & services
  g. Primary, secondary, value-added and advanced manufacturing
  h. Renewable energy and services
  i. Tourism
  j. Transportation, aviation and aerospace industries
  k. Water technologies and services
- A significant total project investment as determined by Staff is required, creating or protecting existing jobs during the program excluding jobs solely associated with construction.
- Eligible proponents will need to demonstrate that their project will bring net positive revenue into the community. Generally, this program is not meant to provide incentives to businesses that serve the local population only.







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

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

- A grant of up to $100,000 per project or as approved by City Council, or
- A grant of up to 100 percent of the incremental increases in the municipal portion of the property taxes for up to three years resulting from the development, rehabilitation and reassessment of lands and buildings within the Project Area.

The total value of any grant cannot exceed the cost of redevelopment. In addition, eligible program participants may apply for educational tax assistance of the educational portion of property taxes through the Province of Ontario's Brownfields Financial Tax Incentives Program (BFTIP). Applications for this program should be made directly to the Ontario Ministry of Finance.

ADMINISTRATION

Project incentives available under this Community Improvement Plan are subject to due diligence and recommendation by City of Sault Ste. Marie staff, with final approval subject to City of Sault Ste. Marie Council approval.

- An application to the City shall generally be received prior to the application for a building permit for the project to be considered under the program.
- Property taxes must not be in arrears at the time of application or throughout the duration of the project.
- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved.
- Applicants must agree to not file a property tax appeal while receiving a grant under this program.
- The property will not be eligible for a vacancy rebate during the program.
- Should the project fail to meet the eligibility requirements during the program, the full amount of property taxes including interest will become due and payable as if no incentives had been approved.
- Approved project incentives are applicable to the registered owner and the grant is assignable to any person to whom such an owner has assigned the right to receive the incentive such as a tenant or other assignee.
- This program may be used in combination with any other program provided that the total amount of assistance provided does not exceed the eligible costs.
- This program will remain in effect for five years, but may be extended by City Council subject to appropriate review and notice.
- Additional information is contained in the Economic Growth CIP guide and application.

WHERE A GRANT IS APPROVED, THE FOLLOWING CONDITIONS APPLY:

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

WHERE THE GRANT PROGRAM IS APPROVED FOR USE, THE FOLLOWING CONDITIONS APPLY:

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

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

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

The Corporation of the
City of Sault Ste. Marie

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Wastewater Agreement – Amending Agreement

Purpose

The purpose of the report is to request Council's approval of an Amending Agreement to the current Wastewater Treatment Services Agreement between the City and PUC Services Inc. for the operation and maintenance of the City of Sault Ste. Marie's Wastewater Treatment Facilities.

Background

The City and PUC Services Inc. originally entered into a Wastewater Treatment Services Agreement dated July 1, 2003 (the "Main Agreement"). On February 9, 2023, City Council passed By-law 2004-28 which authorized the replacement of certain Schedules to the Main Agreement (the "First Amendment"). On February 12, 2007, City Council passed By-law 2007-33 which authorized a further Wastewater Treatment Services Agreement dated January 1, 2007 (the "Second Amendment"). The Main Agreement along with First Amendment and Second Amendment collectively forms the Agreement between the parties as it relates to the operation and maintenance of the City of Sault Ste. Marie's Wastewater Treatment Facilities (collectively referred to herein as the "Wastewater Agreement").

The Term of the Wastewater Agreement commences on July 1, 2003 and continues in effect for an initial term of five and a half years. The Term thereafter renews for successive five-year terms unless terminated in accordance with the Wastewater Agreement.

In or about June 2023, PUC Services Inc. advised the City that it desired to renegotiate the terms and conditions of the Wastewater Agreement. The parties have entered into discussions with a view to a further amendment. However, given that the notice provided by PUC Services Inc. is not in accordance with the notice provisions set out in the Wastewater Agreement, the Wastewater Agreement technically would automatically renew for another successive five-year term.

Analysis
Section 8.4 of the Main Agreement permits amendments to the Wastewater Agreement provided that same is in writing and duly executed by the parties. Given that the parties have entered into discussions with a view to a further amendment, renewing the Wastewater Agreement for a further five-year Renewal Term is not consistent with the spirit of the negotiations to date and is not recommended.

The proposed Amending Agreement seeks to amend Section 4.1 and Section 6.1(a) of the Main Agreement to provide a month to month renewal term effective January 1, 2024 on the same terms and conditions. This will permit the parties to continue negotiations until such time as a formal Amending Agreement is brought to Council for consideration.

Financial Implications
There is no financial impact. The same terms and conditions will apply in the proposed new month to month Term.

Strategic Plan / Policy Impact / Climate Impact
Not applicable.

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

The relevant By-law 2023-205 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759-5403
m.borowiczsibenik@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

December 18, 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 Sault Ste. Marie Strategic Plan (2023 – 2028)

Purpose

The purpose of this report is to update Council on the development of Tourism Sault Ste. Marie's new five-year strategic plan (2023-2028).

Background

Tourism Sault Ste. Marie (TSSM), established in 2020, is a registered not for profit organization governed by a Board of Directors. The Board is made up of a diverse group of tourism professionals with experience in different facets of the tourism industry. The Board is comprised of nine members, including five individuals representing accommodation providers and four tourism sector stakeholders.

TSSM was established to provided advice and guidance to the City of Sault Ste. Marie on the strategic development of the City's tourism sector, including, but not limited to marketing and tourism product development.

With significant changes to the tourism industry coming out of the pandemic, the Board of TSSM felt that it was an opportune time to revisit its strategic plan. While the City continues to have success with existing tourism products, such as the Agawa Tour Train, the Board felt that the plan should focus on diversifying the City's tourism offerings to increase visitation year-round.

The development of a new, five-year strategic plan will ensure that Tourism Sault Ste. Marie is well-positioned to take advantage of the changing markets and assure the success of the local tourism industry over the long-term.

Analysis

In 2020, Tourism Sault Ste. Marie's five-year strategic plan expired and was not updated due to the on-going Covid-19 pandemic. With travel and tourism resuming post-pandemic, Tourism Sault Ste. Marie, in partnership with Destination Northern Ontario, selected Deloitte to assist with the development of a new plan.

Through the culmination of market research, consultation and direction from the Board, Tourism Sault Ste. Marie's new strategic plan provides a road map to diversify tourism products, promote the development of new tourism drivers, continue to expand Sault Ste. Marie's winter tourism season, and increase visits and visitor spending.

The new five-year strategic plan (2023-2028) includes goals and tactics that will assist in growing Sault Ste. Marie's market share of the tourism industry, with a focus on increasing the number of visitors to the community, specifically high-yield visitors, and year-round growth.

During the development of the plan, TSSM identified three strategic priorities:

- Downtown/waterfront improvements and activation
- Outdoor adventure and sports tourism
- Festivals and events

The selection of the priorities was validated through the background review, stakeholder engagement, TSSM Board of Directors workshop and a Strength Opportunities, Aspiration, Risks and Results (SOARR) assessment.

TSSM's strategic priorities are proven destination drivers and align with priorities established by Destination Canada and Destination Northern Ontario. These priorities include embracing recreation, outdoor adventure, trails, attracting more international events, and investing in tourism assets.

A summary of some of the actions and goals to be achieved over the next five years are listed under each strategic priority below.

Downtown/Waterfront Improvements and Activation

- Complete Waterfront Design Plan
- Support the development of a Tourism Promenade with seasonal activation
- Host more festivals and events downtown and on the waterfront

Outdoor Adventure

- Complete implementation of mountain bike trail master plan
- Create linkage from urban outdoor recreation to the downtown
- Increase visitation in winter – downhill/cross-country skiing, snowshoeing, fat biking, etc.

Sports Tourism and Festivals and Events

- Host a large event each quarter – 500-1000 people, bid and homegrown events
- Continue to invest in Bon Soo
- Support local events through a dedicated Event Administrator

Additional details of the plan are included in the presentation provided by Deloitte and the TSSM Strategic Plan and Business Development Attraction Plan, included as an attachment to this report.

Financial Implications
No funding requests are associated with this report.

Strategic Plan / Policy Impact / Climate Impact
This item supports the Corporate Strategic Plans Focus Area:

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

There are no green house gas or climate change impacts associated with this report.

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

Resolved that the report of the Director of Tourism and Community Development, dated December 18, 2023 concerning Tourism Sault Ste. Marie Strategic Plan 2023-2028 be received as information.

Respectfully submitted,

Travis Anderson
Director, Tourism and
Community Development
705.989.7915
T.anderson@cityssm.on.ca

Deloitte.



Tourism Sault Ste. Marie

Strategic Plan and Business Development Attraction Plan

December 2023

Prepared for: Tourism Sault Ste. Marie
Prepared by: Deloitte Economic Advisory

Disclaimer

This report has been provided for the purpose of informing and assisting the Tourism Sault Ste. Marie with a Strategic Plan and Business Development Attraction Plan.

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Observations are made on the basis of economic, industrial, competitive, and general business conditions prevailing as at the date hereof. In the analyses, we may have made assumptions with respect to the industry performance, general business, and economic conditions and other matters, many of which are beyond our control, including government and industry regulation.

No opinion, counsel, or interpretation is intended in matters that require legal or other appropriate professional advice. It is assumed that such opinion, counsel, or interpretations have been, or will be, obtained from the appropriate professional sources. To the extent that there are legal issues relating to compliance with applicable laws, regulations, and policies, we assume no responsibility, therefore.

We believe that our analyses must be considered as a whole and that selecting portions of the analyses, or the factors considered by it, without considering all factors and analyses together, could create a misleading view of the issues related to the report. Amendment of any of the assumptions identified throughout this report could have a material impact on our analysis contained herein. Should any of the major assumptions not be accurate or should any of the information provided to us not be factual or correct, our analyses, as expressed in this report, could be significantly different.

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Executive Summary



Executive Summary

Tourism Sault Ste. Marie has positioned the city as a hub for urban outdoor experiences in Ontario. Tourism visitation and trends have been rapidly changing since the COVID-19 Pandemic and Tourism Sault Ste. Marie aims to capitalize on the continued desire for outdoor experiences that promote mental wellness. Aligning with Destination Northern Ontario's goal of increasing Ontario's share of provincial tourism receipts by 10% while attracting high-value, year-round visitation to Sault Ste. Marie is another priority highlighted within this strategy.

While Sault Ste. Marie fared well in comparison to other destinations during the pandemic, it was made evident that having only a few primary tourism drivers puts the sector at risk. This strategy is designed to diversify tourism products, promote the development of new tourism drivers, and continue to expand Sault Ste. Marie's winter tourism season.

The **Strategic Plan development** for Tourism Sault Ste. Marie provides alignment with their three strategic priorities:

1. Sports tourism, festivals, and events
2. Outdoor adventure
3. Downtown/waterfront improvements/activations

A gap analysis was conducted which provides context to Sault Ste. Marie's current product mix, while the SOARR assessment highlights strengths, opportunities, aspirations, risks, and results. Building on this foundation, objectives and tactics were developed to set a foundation to support strategic tourism marketing and product development. The implementation plan provides a guide at-a-glance in a matrix with timelines and prioritization.



The image highlights the strategic objectives with the underpinning of strategic priorities. These objectives aim to facilitate business development support to the tourism industry.

The connection to industry is an important theme. Engaging and supporting businesses will be a key success factor in the implementation of this strategy.

The **Business Development Attraction Plan** showcases opportunities to enhance Tourism Sault Ste. Marie's product offerings. The gap analysis and engagement findings were used as a base and

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threaded into market segment preferences and tied into Tourism Sault Ste. Marie's strategic priorities.

With business as the lead proponents of product development, Tourism Sault Ste. Marie's role in the development of destination drivers and trip enhancers is through business development opportunities, primarily through supporting these experiences by prioritization within the tourism development fund. Where Tourism Sault Ste. Marie can take a lead role is in the investment of municipal infrastructure that supports the tourism sector, specific to events, and the waterfront and downtown district. Continuing to prioritize funding support for Sault Ste. Marie's downtown and waterfront districts and attracting unique tourism experience operators have the potential to be major tourism drivers.

A successful destination has market-ready tourism products across tourism's five sectors: accommodations, food and beverage, recreation and entertainment, transportation, and travel services. Trip enhancers are recommended to both add to Sault Ste. Marie's tourism product mix and enhance existing products to increase visibility and increase spend and stay within the city.

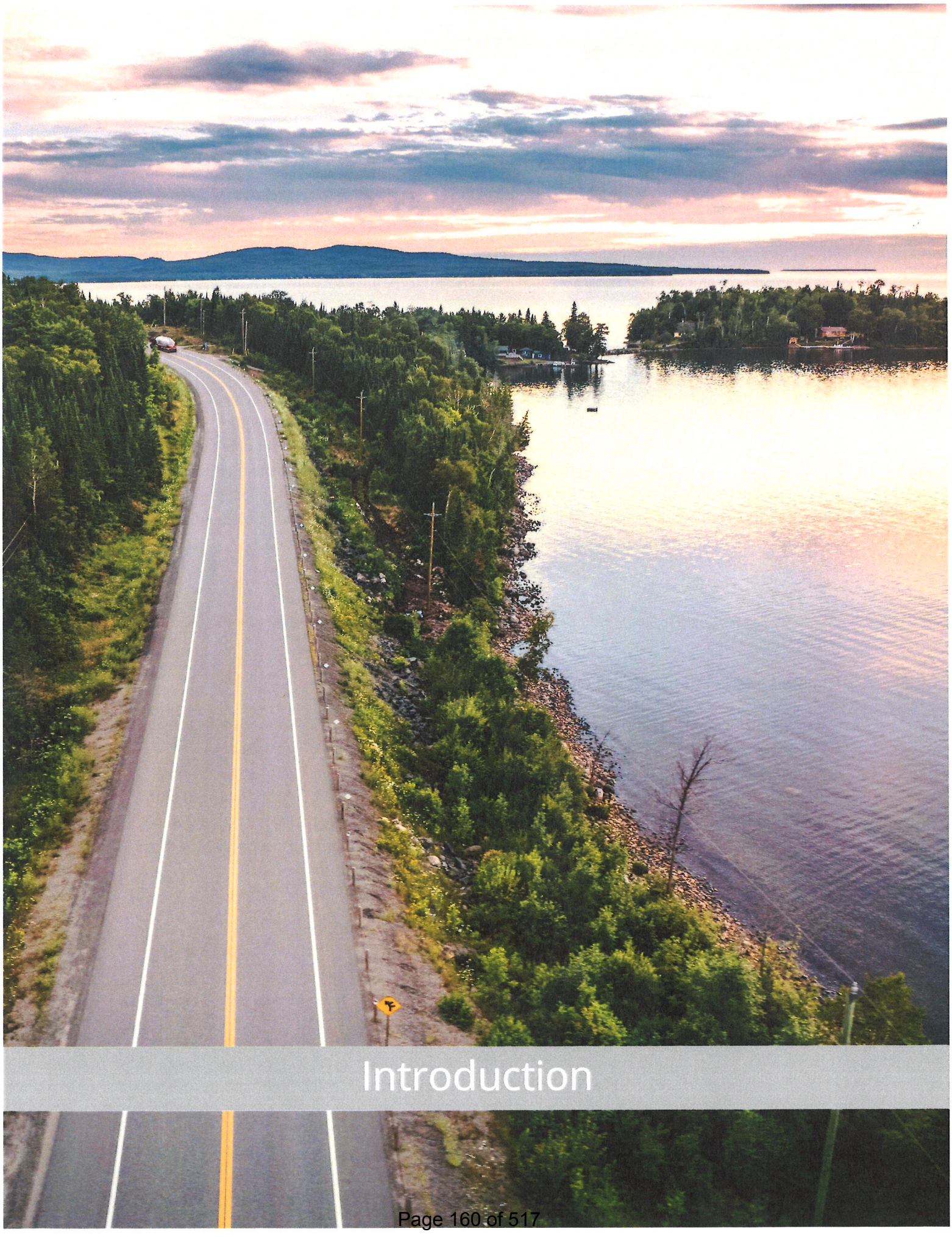
Tourism Sault Ste. Marie's new Strategic Plan and Business Development Attraction Plan provides a roadmap for the path past the COVID travel restrictions. The focus is on setting the groundwork for tourism businesses to succeed, alongside the city as a whole. The outcomes and tactics will help Sault Ste. Marie align its tourism products with its desire to be Ontario's Best Adventure Town.

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Introduction

Introduction

Situated at the heart of the Great Lakes, Sault Ste. Marie is an international port of entry to the United States and continues to be an important destination for business, trade, and travel. Known as being the 'Friendliest City in Algoma' and dubbed 'Ontario's Best Adventure Town,' Sault Ste. Marie is home to the renowned Agawa Canyon Tour Train, an important tourism driver for the city.

To provide guidance for strengthening Sault Ste. Marie's tourism sector, this Strategic Plan and Business Development Attraction Plan has been developed by Tourism Sault Ste. Marie (TSSM) in partnership with Destination Northern Ontario. In 2021, the TSSM Board of Directors identified three key strategic priorities: sports tourism, festivals, and events; outdoor adventure; and downtown and waterfront improvement and activation. Along with this foundational direction, the strategic plan was built on quantitative and qualitative market research, detailed analysis, and engagement to develop a series of actions. The desired outcome is alignment of actions and tactics to grow the economy of Sault Ste. Marie through a strong tourism sector with multiple tourism drivers and enhancements to the overall experience of visiting Sault Ste. Marie.

PROJECT PROCESS

Deloitte's Economic Advisory team facilitated the process of strategic planning that included the following phases:

Phase 1: Market Research and Consultation

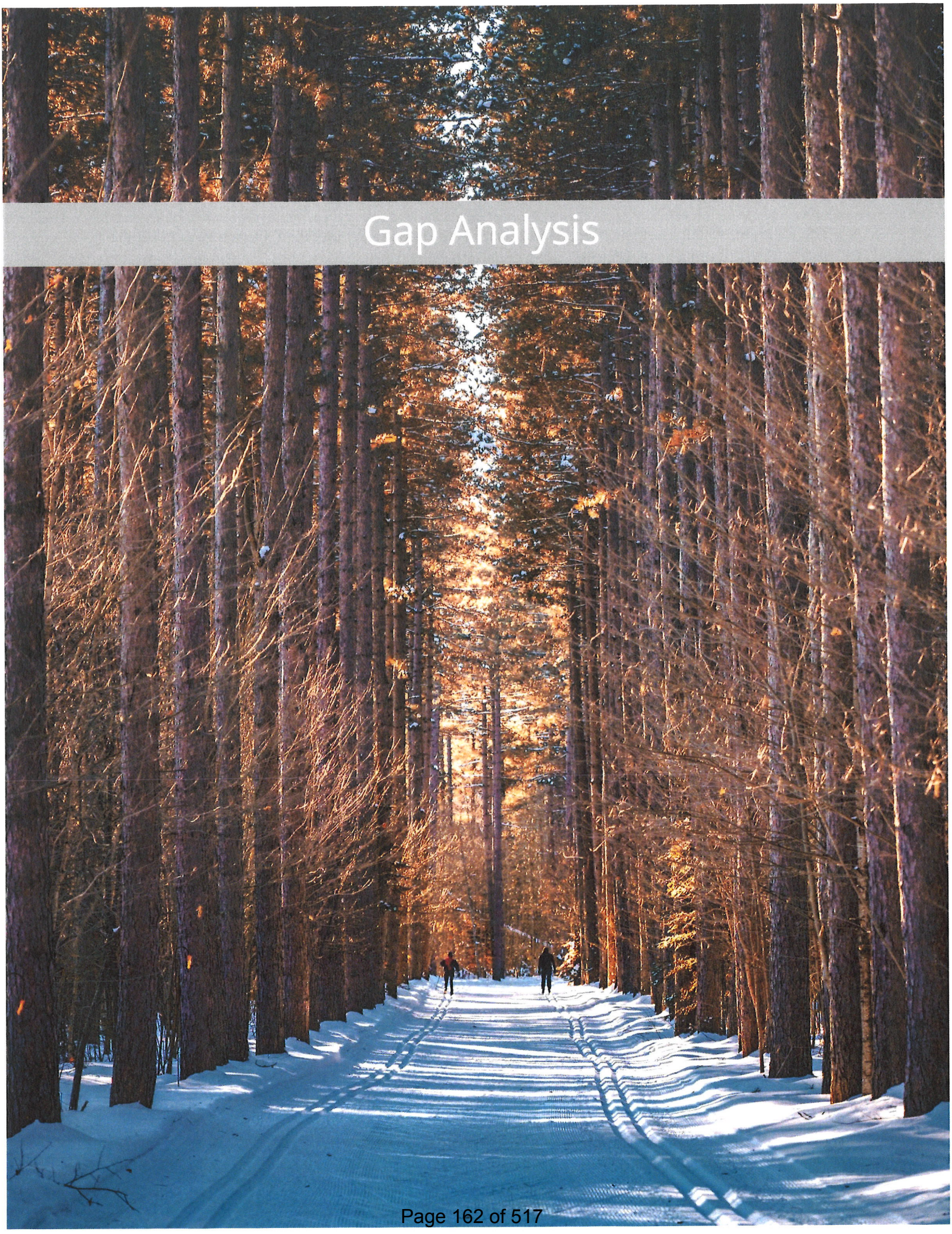
A situational analysis was prepared that included: a background review, a visitor profile analysis, a visitor perception assessment, visitor spending analysis, a tourism workforce analysis, transportation analysis, accommodations analysis, and a tourism business attractions trends analysis. This engagement included interviews with Tourism Sault Ste. Marie's senior staff and Board of Directors, a focus group session with tourism service delivery partners, a survey with tourism operators and a visitor/tourism panel survey. A background report, summarizing these activities, was developed prior to the development of this strategy document.

Phase 2: Strategy Development

The development of this strategy is the second phase of this work and includes a gap analysis, SOARR assessment, strategic objectives, the selection of future directions workshop with Tourism Sault Ste. Marie's Board of Directors, development of goals, tactics, implementation plan with KPIs, and the Business Development Attraction Plan.

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Gap Analysis



Gap Analysis

The following section uses the primary and secondary research completed in the background report to identify current tourism offerings, product gaps, potential labour gaps, and opportunities within the tourism sector's five key industries in Sault Ste. Marie: accommodations, food and beverage, recreation and entertainment, transportation, and travel services.

Destination Canada's recent report: 'Laws of Attraction for High-Value Guests' highlights some insights to consider when examining current offers, product gaps, labour considerations and later on opportunities. High-value guests refer to travelers that have a higher-than-average income and travel frequency.[1] These considerations are highlighted in the sections below.

Opportunities, actions, and areas for improvement in these areas will be highlighted within the Business Development Attraction Plan.

ACCOMMODATIONS

Current Tourism Offerings

Sault Ste. Marie has approximately 35 accommodations properties, including 13 hotels, 12 motels, 3 Campgrounds and cottages, 3 residences, 2 lodges, 1 Bed and Breakfast and 1 resort on their Tourism website. Together, these properties total 1,614 available rooms, and 70 active short-term rentals. Sault Ste. Marie's Operator Inventory highlights 63 accommodations operators located in Sault Ste. Marie, with many of these businesses being hotels and motels.

Product Gaps

Currently the hotels in Sault Ste. Marie offer amenities that appeal to business travel or short-stay leisure travelers driving through the city. According to Destination Canada, the presence of high-end accommodation in a destination has the potential to attract high-value guests. "For leisure travel, high-end accommodation is the top influence on destination choice".[2] High-value accommodation is less about quality amenities, which are expected, and more about the measure of how you make the guest feel. While established hotel brands in Sault Ste. Marie already offer commendable

[1] Destination Canada. Laws of Attraction for High-Value Guests.
[2] Ibid

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services and contribute significantly to the region's hospitality landscape, the addition of luxury[3] accommodations can further enhance the city's appeal and attract a new market segment. As Destination Canada explains: "Perhaps the hotel or property offers a unique experience rather than world-class facilities ... Highlight that [you] are right on the edge of nature which means your guests can experience luxury accommodations then head out to explore some of the world's greatest natural attractions."[4]

The following gaps have been identified through the qualitative and quantitative analysis conducted in the background report:

- Explore opportunities to pursue development of specific accommodation types including boutique[5] and luxury hotel classes[6].
- Accommodations that can accommodate snowmobilers.
- Urban accommodations with packaged outdoor experiences.

Availability of accommodations during months when occupancy is high may limit future tourism event opportunities during those times.

Labour Considerations

Lightcast's staffing patterns projections for Sault Ste. Marie suggests the number of jobs in traveler accommodations will decrease by 7% between 2022 and 2028.[7]

Provincially, Tourism Human Resource Canada (TRHC) and the Conference Board of Canada are predicting employment growth of 7% to 8% in Ontario by 2025. [8]

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[3] Luxury hotels have "higher price tags and deliver design, quality, spaciousness and excellent services with attention to detail. Guests have full services, including 24-hour room service, amenities such as spas, a concierge or even a butler." They are likely to feature 400-thread-count sheets, Jacuzzi tubs on private patios, swim-up pools and canals to float through, private chefs and therapists on call, and more. Source: allgetaways.com

[4] Destination Canada. Laws of Attraction for High-Value Guests.

[5] Boutique hotels "tend to be smaller and have unique decor, sometimes historical. Each room may be decorated individually. They come in most price ranges, generally starting at mid-range and going all the way up to luxury. Some are independent, and others are affiliated with brands. Some boutique hotels make extra efforts to go green as eco-hotels." Source: allgetaways.com

[6] STR, a division of Costar Group, Classes of hotels, https://str.com/resourcesglossary/class

[7] Lightcast. Staffing Patterns in Sault Ste. Marie by Tourism Sector. 2022-2028.

[8] Canadian Tourism HR Canada. Canadian Labour Market Snapshot. July 2023.

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"For leisure travel, high-end accommodation is the top influence on destination choice [for high-value guests]."

Destination Canada

FOOD AND BEVERAGE

Current Tourism Offerings

Sault Ste. Marie's operator inventory includes 127 food and beverage businesses, while Tourism Sault Ste. Marie's website highlights 42 cafés and restaurants, 8 bars and pubs, and 4 breweries and wineries.

Product Gaps

Food and Beverage is a staple on a visitor's journey, but to attract high-value guests "it's a given that you need great food and amenities".[9] The following gaps have been identified through the qualitative and quantitative analysis conducted in the background report:

- Hours of operations at peak tourism times
- Indigenous culinary experiences (nearest experiences are in Sudbury and Manitoulin[10])
- Dining options on the waterfront
- Farm to fork dining experiences
- High-end dining experiences

Labour Considerations

Lightcast's staffing patterns projections for Sault Ste. Marie suggests the number of jobs in full-service restaurants and limited service eating places will see a 3% increase by 2028 and drinking places (alcoholic beverages) will increase by 4% by 2028 in Sault Ste. Marie.[11]

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[9] Destination Canada. Laws of Attraction for High-Value Guests.

[10] Indigenous Culinary Experiences, Destination Indigenous Website

[11] Lightcast. Staffing Patterns in Sault Ste. Marie by Tourism Sector. 2022-2028.

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Provincially, the Tourism HR Council (THRC) and the Conference Board of Canada are predicting employment growth of 3% to 4% in Ontario by 2025. [12] The food and beverage industry is critical to the tourism sector, attention to labour market availability will be important to sustain the tourism asset base and availability of services.

> "It's a given that you need great food and amenities."
>
> Destination Canada

TRANSPORTATION

Current Tourism Offerings

Sault Ste. Marie's operator inventory includes 42 transportation operators, while Tourism Sault Ste. Marie highlights 4 airlines, 4 biking outfitters, 8 paddling outfitters, 1 taxi service, and 4 marinas. The local airport, which served over 150,000 passengers [13] in the last 12 months, promotes 2 airport-based car-rental companies, 2 airport shuttle services, 2 taxi services, and 1 rideshare service. [14]

Product Gaps

Transportation in a tourist destination is an important component of the overall experience; "convenience is an important influence on the decisions of the high-value guest." [15] The following gaps have been identified through the qualitative and quantitative analysis conducted in the background report:

- Flights to and from Sault Ste. Marie's major target markets are limited
- Transportation options that connect Sault Ste. Marie to experiences outside the city during the week are lacking
- Expanding opportunities to get around the city that tie into the outdoor experience, such as bike rentals, and e-scooter rentals (the addition of bike rentals near the waterfront is a good addition)

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[12] Canadian Tourism HR Canada. Canadian Labour Market Snapshot. July 2023.

[13] Sault Ste. Marie Airport Development Corporation Website

[14] Ground Transportation. Sault Ste. Marie Airport Development Corporation

[15] Destination Canada. Laws of Attraction for High-Value Guests.

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Labour Considerations

Lightcast's staffing patterns projections for Sault Ste. Marie suggests the number of jobs in rail transportation (inclusive of freight and passenger) will see a 22% increase, school and employee bus transportation will see a 15% increase, taxi and limousine services will see a 2% decrease, urban transit systems will see a 11% increase, automotive equipment rental and leasing will see a 5% increase, and scheduled air transportation will see a 5% decrease by 2028 in Sault Ste. Marie.[16]

Provincially, THRC and the Conference Board of Canada are predicting employment growth to reach pre-pandemic levels in 2024, with continued gradual growth into 2025.[17]

"Convenience is an important influence on the decisions of the high-value guest."

Destination Canada

ENTERTAINMENT AND RECREATION

Current Tourism Offerings

Sault Ste. Marie's operator inventory includes 132 entertainment and recreation operators within the city. Tourism Sault Ste. Marie's website highlights activities and attractions that include: 4 spas, 2 farmers' markets, 2 maple syrup producers, 2 farms, 1 casino, and 1 boat tour. They also highlight 3 art galleries/experiences, 2 National Historic sites, and 2 museums related to arts and culture. Currently, 19 experiences on Tourism Sault Ste. Marie are related to sports and recreation, 10 are related to Indigenous tourism experiences, with 12 parks and beaches listed. Tourism Sault Ste. Marie also highlights events and the Agawa Canyon Tour Train.

Tourism Sault Ste. Marie's website highlights many of the community's outdoor adventure tourism assets. The experiences highlighted include 1 bike tour experience, 3 hiking guides and tours, 3

[16] Lightcast. Staffing Patterns in Sault Ste. Marie by Tourism Sector. 2022-2028.
[17] Tourism HR Canada. Canadian Labour Market Snapshot. July 2023.

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paddling, experiences, 5 fishing experiences, 2 downhill ski experiences, and 3 snowshoe/winter hiking experiences.

Product Gaps

Recreation and entertainment tourism products are at the heart of a visitor experience. With a focus on outdoor adventure, Sault Ste. Marie is poised to capitalize on outdoor wellness trends. "The popularity of wellness tourism is predicted to continue, reflecting a shift in traveler values towards sustainability, mental wellness, and a desire to connect with nature".[18]

The following gaps have been identified through the qualitative and quantitative analysis conducted in the background report.

Many of the entertainment and recreation opportunities in Sault Ste. Marie are geared at the adult population while there seems to be limited options that are suitable for families and children. More specifically, local tourism product gaps exist such as:

- Many equipment outfitters were listed on Tourism Sault Ste. Marie's website, but few have equipment rental on-site and the ability to book online
- There is a lack of outdoor events off-season
- There is a lack of winter experiences such as snowmobile rentals/tours[19]
- There is a lack of enhanced shopping experience such as boutique stores and retail targeted at tourists
- There is a lack of outdoor experiences in the waterfront and downtown areas

Labour Considerations

Lightcast's staffing patterns projections for Sault Ste. Marie suggests the number of jobs in gambling industries will decrease 3%, motion picture and video industries will increase by 3%, promoters of performing arts, sports, and similar events will increase by 2%, heritage institutions will increase by 13%, spectator sports will remain unchanged, and other amusement and recreation activities will increase by 12% by 2028.[20]

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[18] Laws of Attraction for High-Value Guests. Destination Canada.

[19] U.S. snowmobile market is US$1.67 billion, 2022, with compound annual growth rate of 4.3% between 2023 and 2030, according to Grand View Research

[20] Lightcast. Staffing Patterns in Sault Ste. Marie by Tourism Sector. 2022-2028.

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Provincially, THRC and the Conference Board of Canada are predicting employment in recreation and entertainment industries to recover from pandemic-related decreases slower than other tourism sectors and will not reach pre-pandemic levels until after 2025.[21]

"The popularity of wellness tourism is predicted to continue, reflecting a shift in traveler values towards sustainability, mental wellness and a desire to connect with nature."

Destination Canada

TRAVEL SERVICES

Current Tourism Offerings

Sault Ste. Marie's operator inventory includes 12 operators in the travel services sector. This list is primarily focused on outbound travel services. Tourism Sault Ste. Marie highlights 6 Tour/Guiding Operators with the potential of inbound tours.

Product Gaps

Connecting visitors with tourism experiences has evolved over the past few years and "most high-value guests favour last-minute plans and are likely to extend their stay while on the trip."[22] This means ensuring experiences and packages are easy to purchase online and should be a key priority. The following gaps have been identified through the qualitative and quantitative analysis conducted in the background report:

- Some tourism operators do not offer visitors the opportunity to make purchases or book experiences online
- In-community visitor services is an area that could be improved upon

[21] Tourism HR Canada. Canadian Labour Market Snapshot. July 2023.
[22] Laws of Attraction for High-Value Guests. Destination Canada.

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Labour Considerations

Lightcast's staffing patterns projections for Sault Ste. Marie suggests the number of jobs in travel arrangements and reservation services will decrease by 3% by 2028.[23]

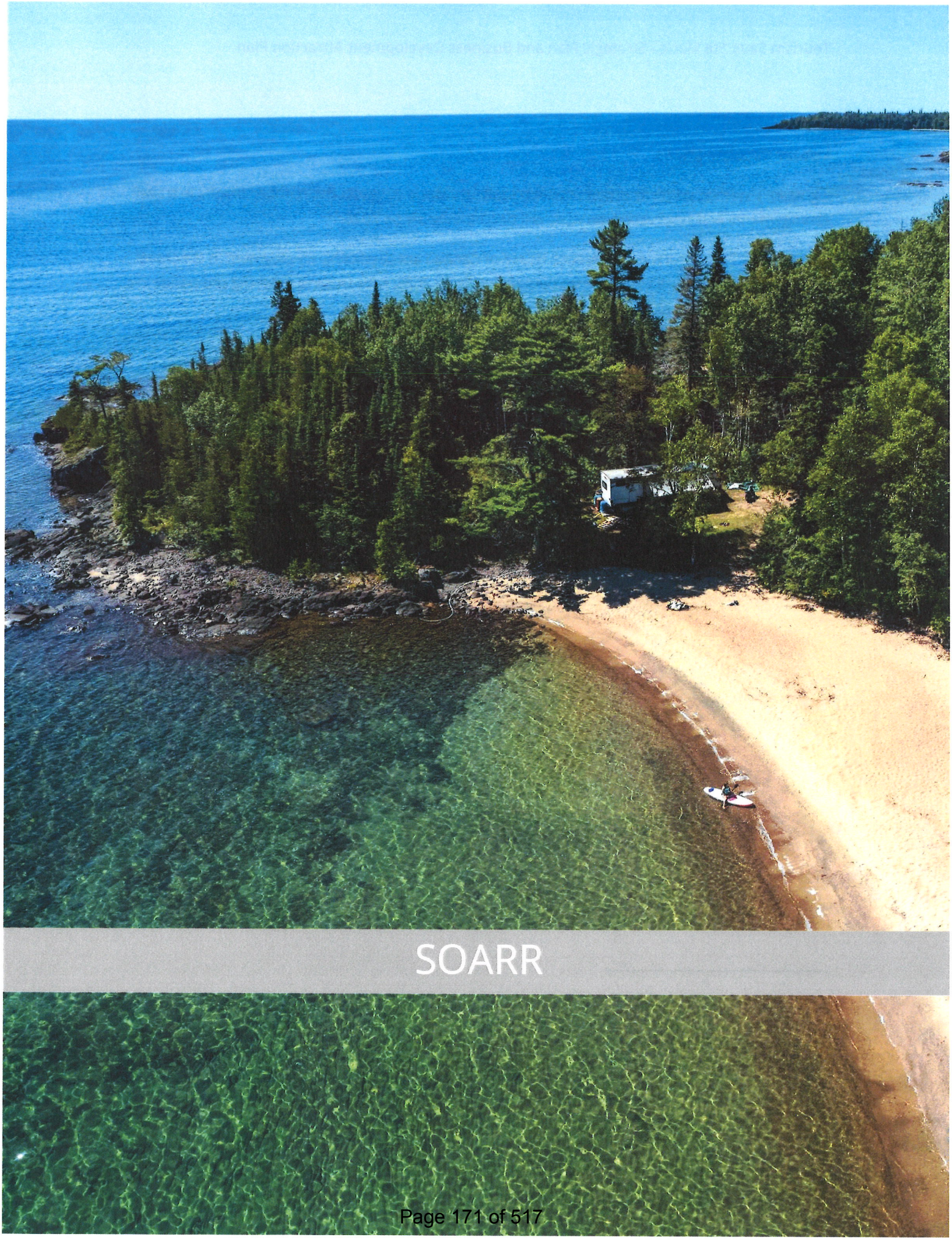
Provincially, THRC and the Conference Board of Canada are predicting employment in the travel services sector to return to 2019 employment levels by 2025, with Ontario reaching pre-pandemic employment levels in 2024.[24]

"Most high-value guests favour last-minute plans and are likely to extend their stay while on the trip."

Destination Canada

[23] Lightcast. Staffing Patterns in Sault Ste. Marie by Tourism Sector. 2022-2028.
[24] Tourism HR Canada. Canadian Labour Market Snapshot. July 2023.

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SOARR

SOARR

The assessment of strengths, opportunities, aspirations, risks, and results (SOARR) is a forward-looking evaluation framework, taking elements of what would traditionally be affiliated with a SWOT or strengths, weaknesses, opportunities, and threats analysis.

Using insights gained through a situational analysis, statistical data, stakeholder consultations and other research, SOARR informs the community's most desired future and how to know when aspirations have been achieved. It represents a summary of the key learnings that will inform the Tourism Strategic Plan and Business and Attractions Action Plan. A detailed analysis of the strengths and aspirations can support the development of an asset-based community development model, in which identified opportunities can be leveraged, while understanding possible risks, subsequent, objectives and specific action steps are designed to respond to the desired results.

S Strengths

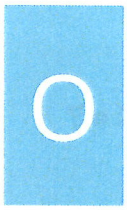
What are we doing well? What key achievements are we most proud of? What can we build on?

- Outdoor adventure infrastructure, specifically for mountain biking trails, has seen significant investment in recent years and the trails have attracted international interest.
- Sault Ste. Marie's location by an international border crossing provides access to a large number of potential visitors.
- The Hiawatha Highlands trails boasts impressive cross-country skiing infrastructure.
- The proximity to the waterfront is seen as a tourism strength, including the Canal District.
- Sault Ste. Marie's location on the Trans-Canada Highway, its history as a key transportation centre in the Great Lakes system[25], a popular stop for passenger cruises and its position as a regional centre, provides steady visitation.
- Sault Ste. Marie has a strong service sector in the accommodations and restaurant industries.
- Product development support for experiences and events is well funded and supported by Tourism Sault Ste. Marie management and leadership through MAT tax funds.

[25] History, Sault Ste. Marie Canal National Historic Site Website (pc.gc.ca)

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- The operator survey shows a high level of satisfaction with available supports and resources for tourism businesses.
- Tourism Sault Ste. Marie's three strategic priorities are well supported by its Board of Directors, showing alignment and consensus between the plan and organizational leadership.
- Most respondents to the Visitor Survey were satisfied with Sault Ste. Marie as a destination.
- Tourism wayfinding signage is new and well positioned to guide visitors around the city.
- The new Federal Tourism Growth Strategy highlights five strategic priorities that overlap with Tourism Sault Ste. Marie's priority areas. These include investing in tourism assets, embracing recreation and the great outdoors, partner to grow Indigenous tourism, attract more international events, and improve coordination.
- Some accommodations in Sault Ste. Marie have partnered with Air Canada Vacations and offer flight and hotel packages.



Opportunities

What our best possible future opportunities? What changes in demand can we expect in the future? What broader trends and policies may affect development and impact our aspirations?

- The operator survey shows high satisfaction with the tourism development fund among tourism operators familiar with the fund. However, familiarity with the fund is low, so there is an opportunity to enhance communications to industry regarding the fund's purpose.
- Respondents to the operator survey prioritized 'advice or grants for tourism businesses to improve their operators' as their top priority, while satisfaction is the lowest for this business support. There is an opportunity to enhance these business supports.
- Additional public transportation was listed as the most desired tourism business support and resource in the Operator Survey that was conducted.
- Using results from the visitor survey, educational experiences, and arts, culture and entertainment were the top priorities among visitors from all four regions (Ontario, Michigan, Minnesota, and Wisconsin) surveyed.
- Urban outdoors, waterfront and downtown amenities are attractors for tourists who may not have much experience in the outdoors.
- Ensuring tourism businesses, such as restaurants and downtown shopping, remain open at the hours when tourists are looking to visit the community was identified as an opportunity.
- A few of the market segments identified have a large percentage of market share within the United States. Understanding their defining characteristics, and ensuring products match their interests along with targeted social media campaigns can boost American visitation.

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- While hotels in Sault Ste. Marie are easily bookable online, additional packaging offerings that include accommodations and experience could help drive tourism spend.
- Capitalizing on its location on the Trans-Canada highway, Sault Ste. Marie can work to entice drive-through traffic to spend time and money in the city.
- Expanding seasonally, particularly in winter, remains a strong priority from stakeholders. Given regional competition for tourism products, Sault Ste. Marie can use winter tourism as a competitive advantage that can produce a high return on investment.

A Aspirations

What are we deeply passionate about and want to achieve? What difference do we hope to make for all?

- Sault Ste. Marie being the hub of outdoor adventure experiences in Ontario.
- Continuing to focus on being the mountain biking capital of Ontario.
- Expanding events in Sault Ste. Marie to include a major event (500+ attendance) in every season.
- Improve the waterfront and downtown areas of Tourism Sault Ste. Marie and activate these areas for urban experiences.

R Risks

What challenges do we need to be aware of? How will we recognize and mitigate or eliminate potential risks?

- Industrial sites are visible and present near the waterfront and some tourism areas.
- Currently Sault Ste. Marie, Michigan has a similar summer-based tourism product base, with superior amenities, which may make it difficult to attract the American market over the border during peak season.
- Air access to Sault Ste. Marie to and from some target market areas is challenging, given a lack of direct flights, as many flights are routed through Toronto.
- Current hours of operations are inconsistent with food and beverage services, particularly during peak visitation times.
- The Agawa Canyon Tour Train has been the primary tourism driver for Sault Ste. Marie in the past but is only a seasonal attraction. Work needs to be done to ensure year-round visitation in Sault Ste. Marie.
- Currently Tourism Sault Ste. Marie is not a data rich organization. The identification of data and research gaps can help Tourism Sault Ste. Marie make more data-driven decisions.

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- Volunteer based tourism events and organizations managing tourism assets have difficulty with continuity of volunteer base and leadership.

R Results

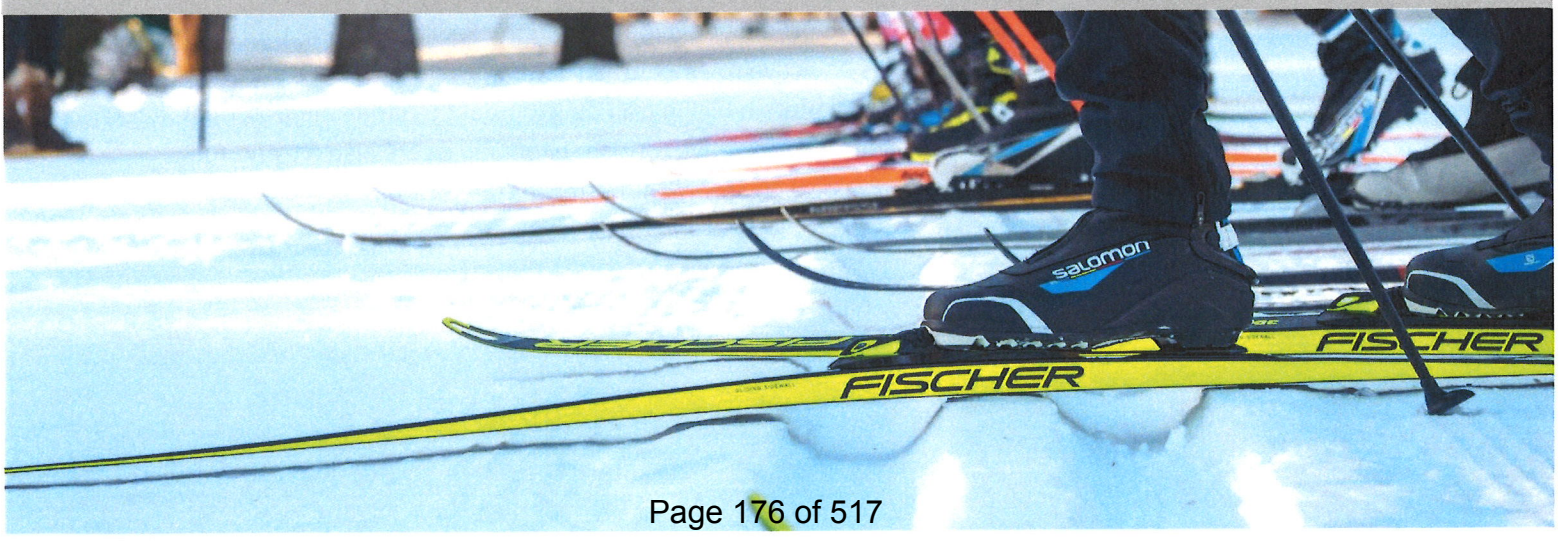
How do we know we are succeeding? What are the goals we would like to accomplish?

- Sault Ste. Marie experiences an increase in outdoor adventure tourism product offerings that matches visitor profile preferences.
- The downtown and waterfront areas are connected and offer vibrant outdoor urban experiences.
- There is a major tourism event in every season, attracting 500 – 1000 attendees.
- Tourism spending within Sault Ste. Marie is up each year, due to strong growth in winter months, which has historically been tourisms slowest months.
- Tourism Sault Ste. Marie is a data rich organization making data-driven decisions.
- The number of applications for the tourism development fund increases each year.
- Familiarization tours are available for targeted priority areas such as mountain biking.
- Consistent hours of operations and availability of restaurants, food and beverage services and other amenities' availability during peak tourism season, long weekends, and cruise ship arrivals.

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Strategic Directions



Strategic Directions

The Tourism Sault Ste. Marie Board of Directors identified three strategic priorities in 2021, which serve as the foundation for this Strategic Plan. These strategic priorities were reinforced throughout the background review, stakeholder engagement, Tourism Sault Ste. Marie Board of Directors workshop, and the SOARR assessment and will be woven through the Strategic Plan and the Business Development Attraction Plan.

The three strategic priorities are as follows:



PRIORITY AREA #1: SPORTS TOURISM, FESTIVALS AND EVENTS

Tourism Sault Ste. Marie is the lead support organization for events, providing opportunities for growth while relying on organizers for development at the local level. They are also the lead for bidding for business conferences and sporting events. Tourism Sault Ste. Marie currently has limited capacity to focus on community event coordination – an area that has been identified as an opportunity within this strategy.

PRIORITY AREA #2: OUTDOOR ADVENTURE

Tourism Sault Ste. Marie's plays a lead role in product development in the Sault Ste. Marie tourism ecosystem. Tourism Sault Ste. Marie plays an active role in infrastructure development for outdoor adventure tourism, with a recent focus on mountain biking trail development that has the potential to accommodate other trail-based activities. Regenerative tourism experiences are also a trend for the future, where visitors help to make the local environment better for the future.

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PRIORITY AREA #3: DOWNTOWN/WATERFRONT IMPROVEMENTS/ACTIVATIONS

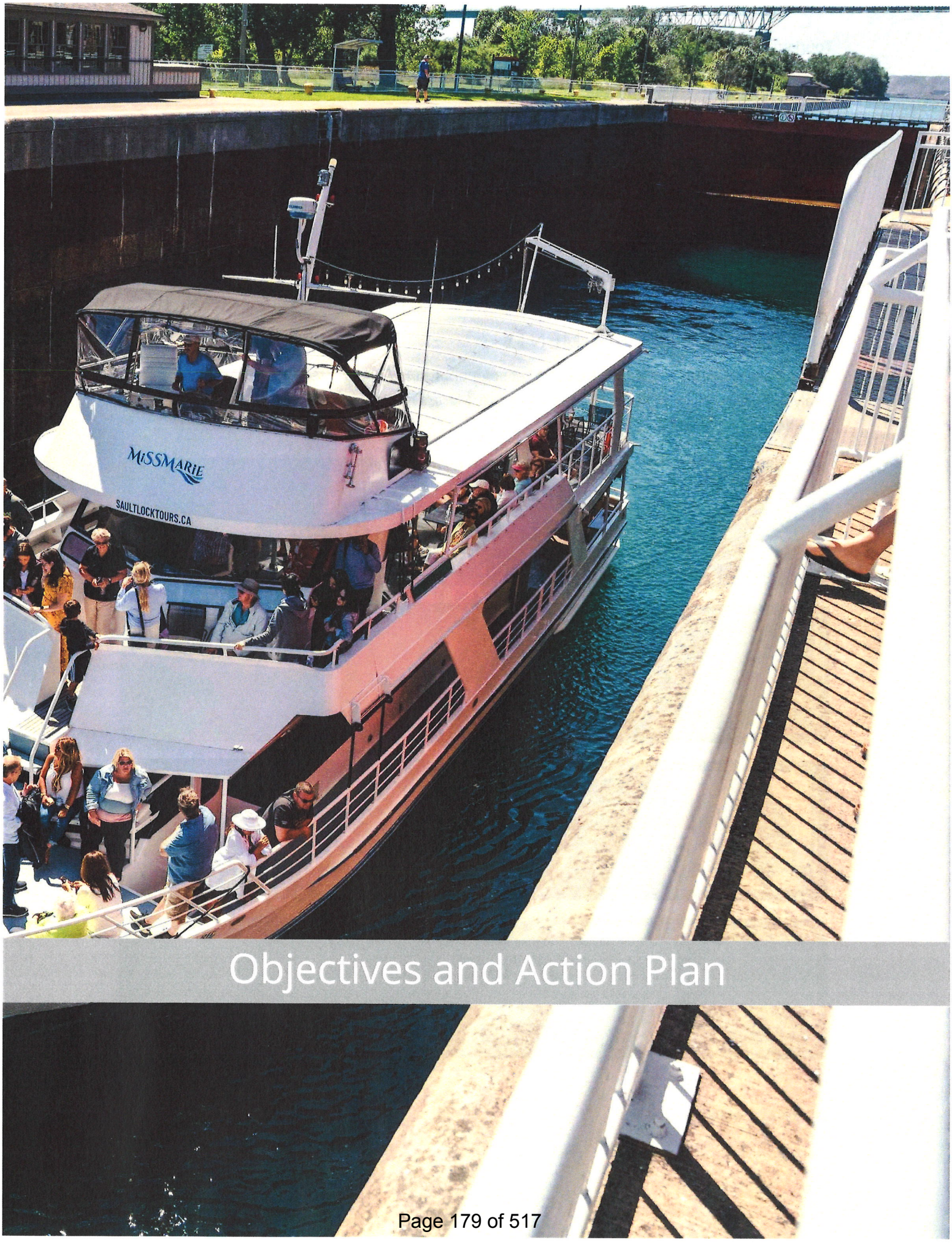
Recent investment in signage to make wayfinding easier for visitors is a great step in activation of the downtown and waterfront areas of Sault Ste. Marie. Ensuring visitor services, tourism infrastructure and tourism products and experiences are well supported is a fundamental role for Tourism Sault Ste. Marie.

VISITOR MARKET SEGMENTS

Using these strategic directions, four market segmentations were created using a latent class analysis methodology to guide Tourism Sault Ste. Marie's marketing and product development activities.



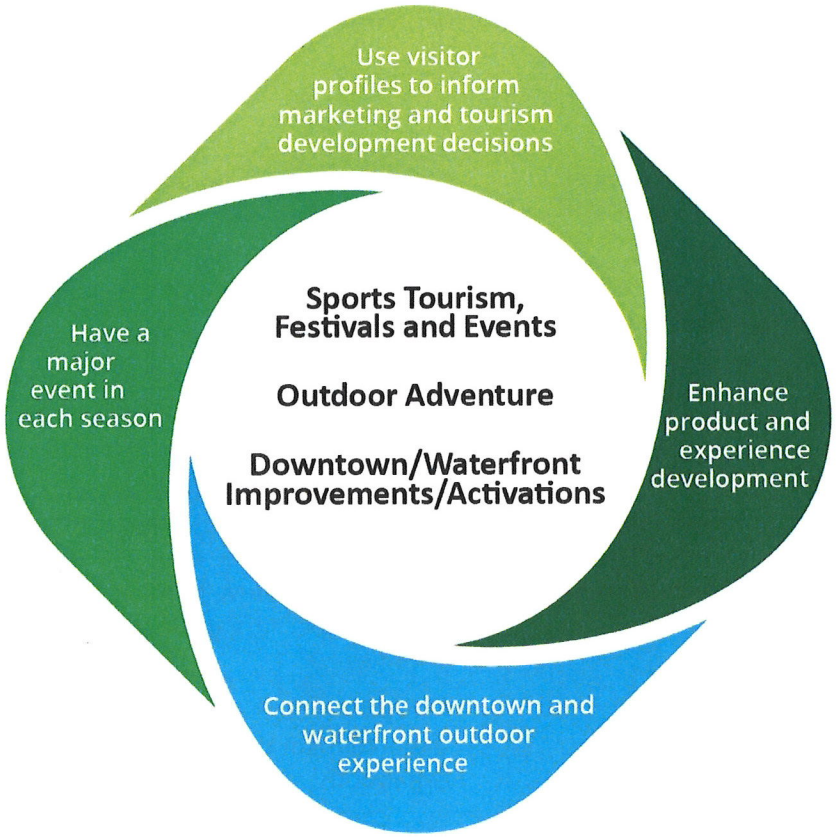
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Objectives and Action Plan

Objectives

Building upon the strategic priorities, the following strategic objectives create a foundation for Tourism Sault Ste. Marie to guide priorities and decision-making. Actions and tactics were identified using the research and engagement findings. The objectives work together to grow market share, increase visitation, and create a four-season destination. The strategic objectives align with Tourism Sault Ste. Marie's three priorities areas: Sports tourism, festivals and events, outdoor adventure, and downtown/waterfront improvements/activations.



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OBJECTIVE 1: ENHANCE PRODUCT AND EXPERIENCE DEVELOPMENT

Rationale:

Sault Ste. Marie is striving to become Ontario's best outdoor urban adventure location. This will require a high concentration of outdoor products and infrastructure along with providing a memorable overall experience. This can be achieved through supporting new and current tourism operators through an enhanced connection to the industry, industry supports for product packaging and experience development and prioritization of funding through the Municipal Accommodation Tax (MAT) funds for products and infrastructure that align with target market preferences. These actions should help to provide support for further developed destination drivers and trip enhancers as listed in the Business Development Attraction Plan.

Actions and Tactics:

Actions	Tactics
1A. Categorize visitor ready, market ready, and export ready (ready for international visitation) businesses.	○ Create tourism business readiness standards for operators and provide a self-assessment checklist. ○ Create operator supports that are hyper-targeted to advance businesses towards export-readiness and high-end visitors using Tourism Sault Ste. Marie's tourism market profiles. ○ Support tourism start-ups through a program such as Ontario Tourism Innovation Lab[26].
1B. Target support through tourism development fund.	○ Adjust tourism development fund guidelines to prioritize specific gaps that align with strategic priorities. ○ Allocate portions of the tourism development fund to target tourism business start-ups, tourism business expansions, and export-ready product development.

[26] Tourism Innovation Lab Website

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Actions	Tactics
1C. Support package development to encourage increased spend and stay.	○ Determine where packaged and/or multi-day experiences will be housed. For example: Directly on operator's websites, on the Tourism Sault Ste. Marie website, through a third-party travel agent. ○ Encourage partnerships with e-commerce platforms to support tourism operators.
1D. Support experience development to strengthen tourism products and target high-value guests.	○ Create an experience development program (e.g., workshops, webinars, study tours, speakers, etc.) for operators to participate in, targeting strategic priority areas. ○ Funnel successful participants to tourism development funding program.
1E. Increase communications with tourism operators.	○ Establish an internal directory or database to track tourism operator details and interactions. ○ Provide resources and information to enhance tourism businesses and product development through the following means of communication: ○ Create channels of communications to operators through artificial intelligence (AI) tools, e-newsletters, etc. ○ Coordinate tourism business networking opportunities. ○ Create an industry resources section on Tourism Sault Ste. Marie's website.
1F. Support outdoor adventure infrastructure.	○ Continue to support and invest in the implementation of the Mountain Bike Trail Master Plan. ○ Identify and invest in opportunities to support the enhancement or development of winter tourism opportunities within the city. ○ Invest in the development of natural surface trails between the City's core and Hiawatha Highlands.

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Learning and Resources from Other Destinations:

- Destination British Columbia's Market Ready Self-Assessment Checklist:
  Market_Ready_Standards.pdf (destinationbc.ca)

- Grow Your Business Online Grant
  Grow Your Business Online Grant | Get up to $2,400 (canada.ca)

- Travel Alberta's Product Development Fund
  Product Development Fund | Travel Alberta

- RTO7 – Experience Development 101
  Experience Development 101 | RTO7

- Digital Main Street – Programs for Ontario Businesses
  Programs for Ontario businesses - Digital Main Street

- Top 10 Global Outdoor Adventure Activities in 2022
  2023 Adventure Travel Industry Snapshot | Adventure Travel Trade Association

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OBJECTIVE 2: CONNECT THE DOWNTOWN AND WATERFRONT OUTDOOR EXPERIENCE

Rationale:

Enhancing Sault Ste. Marie's placemaking efforts will create central points for the community and visitors to gather and will connect the city's major outdoor asset, its waterfront, to its economic core, the downtown. Strengthen Sault Ste. Marie's small business community will require support for additional and alternative modes of transportation between these two areas and will help drive visitation to the downtown. Support for downtown and waterfront revitalization efforts will be essential to this objective and will require support for operators to package experiences that can incorporate both areas that build on Tourism Sault Ste. Marie's urban outdoor adventure brand.

Actions and Tactics:

Actions	Tactics
2A. Create a regular transportation route to trails.	○ Explore transportation options for tourism experiences, such as a self-guided waterfront walking tour route, expanding and promoting bicycle rentals, opening a waterfront tourism tram to visit key locations, etc. ○ Ensure all buses are bike accessible and have bike racks, and that cyclists are made aware. ○ Institute transportation options for key dates or on request, e.g., horse-drawn wagon, trackless tour train, double-decker bus for tourism events to increase visits to Canal district, or on weekends from marina to downtown in peak seasons. ○ Coordinate a shuttle partnership among hotels that takes guests to pre-identified locations across the city.
2B. Package downtown experiences with outdoor adventures.	○ Engage and support tourism businesses interested in expanding experiences into shoulder seasons and winter through the tourism development fund. ○ Engage and support Indigenous businesses interested in expanding experiences and encourage collaboration opportunities through the tourism development fund.

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Actions	Tactics
	○ Encourage and incentivize packaged opportunities through local tour companies. ○ Continue to promote the adventure bus pilot program.
2C. Downtown revitalization and waterfront development.	○ Support the Waterfront Design Plan and expand opportunities to activate the waterfront. ○ Embrace and celebrate industrial presence, educate, and make light where possible and where appropriate. For example, consider a dragon statue that lines up with the fire from the Steel Mill and use as an Instagramable photo opportunity. ○ Incorporate Indigenous cultural components of the City's history that speaks to visitors through a municipal RFP for the commissioning of an indigenous outdoor art piece that also doubles as an instagramable opportunity. ○ Ensure the planning and development of the new Downtown Plaza incorporates a tourism development perspective. ○ Partner with the City of Sault Ste. Marie to issue a solicitation of interest for tourism operators to express interest in offering experiences within the waterfront district.

Learning and Resources from Other Destinations:

- Hike Ontario's – Best Practices for Increasing Trail Usage by Hikers and Walkers
  HO-BestPractices-Web.pdf (hikeontario.com)
- Northern Ontario: Trail Tourism Strategy
  TrailsTourismStrategy-2021.pdf (destinationnorthernontario.ca)
- Jacobus Park Nature Trail, Wauwatosa, Wisconsin
  Jacobus Park Nature Trail, Wauwatosa, Wisconsin - American Trails
- American Trails: Advancing Trail Webinar Series
  Advancing Trails Webinar Series - American Trails

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- Trent-Severn Trail Towns
  Home - Trent-Severn Trail Towns (tswtrailtowns.ca)
- Parks Canada Shuttles in Banff National Park
  Visiting Lake Louise and Moraine Lake - Banff National Park (canada.ca)

- Urban Outdoor Experiences in High Park, Toronto
  High Park – City of Toronto

- Niagara Falls Experience Activation RFP
  nft-rfp-experientialactivation-2021.pdf (niagarafallstourism.com)

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OBJECTIVE 3: HAVE A MAJOR EVENT IN EACH SEASON

Rationale:

Events are an important tourism economic driver for Sault Ste. Marie that have the potential to build the city's strength as a four-season destination adding to its winter experiences. Beyond putting heads in beds, hosting and planning events throughout the year will extend Sault Ste. Marie's shoulder seasons. Focusing on expanding Sault Ste. Marie reputation for large-scale destination events will require a coordinated effort to obtain additional capacity to pursue these event bids. Expanding current community events and attracting more winter events will provide a platform to further involve tourism operators in expanding winter tourism products in Sault Ste. Marie.

Actions and Tactics:

Actions	Tactics
3A. Actively pursue bids to host provincial and national level events.	○ Develop a sport-specific tourism strategy to provide a more inclusive and in-depth approach to developing sports tourism in Sault Ste. Marie. ○ Create a database or catalogue of current sports tourism events and organizers. ○ Conduct an infrastructure review of local sports facilities to determine their current and future capacity to host events. ○ Work with or establish a local Sports Network to cultivate new contacts and generate potential leads. ○ Create a financial plan 3-5 years in advance to host significant blockbuster events. ○ Utilize the support of the tourism development fund to entice rights-holders to choose Sault Ste. Marie as a host community.
3B. Incorporate tourism operators into events.	○ Work with tourism operators to incorporate on site experiences as part of major events. ○ Encourage operators to create their own events where it makes sense.

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Actions	Tactics
3C. Continue to grow Bon Soo and focus on expanding visitor market.	○ Capitalize on the unique winter experience in Northern Ontario and position Bon Soo as a must-do winter event. ○ Work with operators to incorporate purchasable add-ons. ○ Work with accommodation providers to create packaged opportunities. ○ Actively pursue funding to support tourism-specific events within the Bon Soo Winter Carnival. ○ Conduct economic impact assessment to communicate the importance of the winter festival to potential funders and outside community.
3D. Hire an events coordinator to focus on supporting homegrown events.	○ Prioritize best-bet events that offer growth opportunities. ○ Ensure community-based events are organized with tourists in mind. ○ Identify new areas for growth in off-peak season.
3E. Use developing trail network to attract outdoor trail-based sports events.	○ Create an inventory of trail-based events over each of the four seasons. ○ Continue to build trails that are designed specifically to meet the requirements for event hosting. ○ Engage local trail user groups to increase awareness and access. ○ Build partnerships with tour operators to develop pre-post event opportunities that can extend the stay of event participants.
3F. Invest in infrastructure to support winter tourism events.	○ Support municipal outdoor winter recreational/events development.

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Learning and Resources from Other Destinations:

- Eventbrite's 2023 Event Trends Report
  The Eventbrite 2023 Event Trends Report
- Destinations International Event Impact Calculator
  Event Impact Calculator (EIC) | Destinations International
- Sports Tourism Canada Economic Impact Assessments
  Steam-PDF.pdf (sporttourismcanada.com)
- Red Deer Major Events Strategy and Destination Development Framework
  Red Deer Major Events Strategy
- Richmond Hill Festival and Events Planning Guide
  Festivals-Events-Planning-Guide.pdf (richmondhill.ca)
- 7 Major Cycling Events in Canada in 2023
  Seven major Canadian events to look forward to in 2023 - Canadian Cycling Magazine
- Cycling Canada Championship Event – Thunder Bay, ON
  Blacksheep Mountain Bike Club to host Cycling Canada championship in Thunder Bay, Ont. | CBC News
- Crankworx Summer Series Canada – Canada's Largest Mountain Biking Festival – Barrie, ON
  One of Canada's biggest mountain biking festivals has arrived in Ontario for the first time | CBC News
- Pine Needle Mountain Bike & Music Festival – Prince Albert, SK
  BIKE EVENT (pineneedlebikefestival.com)
- Tourism Saskatoon Business Events Incentive Program
  Business Events Incentive Program | Tourism Saskatoon

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OBJECTIVE 4: USE VISITOR PROFILES TO INFORM MARKETING AND TOURISM DEVELOPMENT DECISIONS

Rationale:

Becoming a data driven organization will ensure effective use of resources and help to prioritize product and infrastructure investment. A deep understanding of visitor profiles will help define Sault Ste. Marie's competitive advantages, understand travel motivations, align investment, and drive high value visitation. Relaying insights from these visitor profiles to tourism operators will align community and individual marketing efforts and deepen Tourism Sault Ste. Marie's connection to the tourism industry. These visitor profiles will also provide a pathway to tap in the US market, a market that will be difficult to draw across the border but holds large potential due to its market size.

Actions and Tactics:

Actions	Tactics
4A. Create marketing campaigns based on geographic segmentation.	○ Using Facebook and Instagram as the primary social media tools for campaigns, target geographic regions highlighted in segmentation and focus on products that align with their interests.
4B. Understand preferences of each segment and encourage product development in areas of interest.	○ Promote the tourism development fund with tourism operators offering products related to segments areas of interest to encourage new tourism products. ○ Continue to support infrastructure that aligns with visitor's areas of interest.
4C. Build visual assets that align with 3 strategic priorities.	○ Use software like CrowdRiff to compile images. ○ Solicit user-generated content through a photo-contest, using 3 strategic priorities as major themes and categories.

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Actions	Tactics
4D. Communicate market segments with tourism operators.	○ Use market segments to help operators with their own marketing campaigns. ○ Provide workshops to tourism operators so they understand how to develop targeted marketing campaigns.

Learning from Other Destinations:

- CrowdRiff – User generated content
  User Generated Content - CrowdRiff
- Alberta Visitor Profiles
  Alberta visitor profiles | Alberta.ca
- Travel Alberta's Product Development Fund (Priority areas)
  Product Development Fund | Travel Alberta
- Newfoundland and Labrador's Tourism Marketing Strategy
  Tourism Marketing Strategy - Tourism, Culture, Arts and Recreation (gov.nl.ca)
- Northwest Territories Tourism Training Resource
  Marketing Your Tourism Products | Industry, Tourism and Investment (gov.nt.ca)

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Implementation Plan



Implementation Plan

Each strategic direction has been identified below with priorities, actions, timing, and key performance indicators identified. The implementation timeline is based off a 5-year timeframe with S = Short-term (1-2 years), M=Medium-term (3 years), and L=Long-term (4 - 5 years). The KPIs recommended in the Implementation Plan are to be used by TSSM and its partners to report on progress.

Actions	Implementation Timeline			Key Performance Indicator (KPI)
	S	M	L	
OBJECTIVE 1: ENHANCE PRODUCT AND EXPERIENCE DEVELOPMENT				
1A. Categorize visitor ready, market ready, and export ready (ready for international visitation) businesses.	✔			• Creation of the Tourism Business Readiness Standards and its checklist • Number of supports offered to operators and tourism start-ups
1B. Target support through tourism development fund.	✔	✔	✔	• Number of support and funding allocated to tourism business start-ups, tourism business expansions, and export-ready product development • Number of winter experiences funded
1C. Support package development to encourage increased spend and stay.			✔	• Number of partnership and/or collaboration facilitated between the e-commerce platform and tourism operators

Actions	Implementation Timeline			Key Performance Indicator (KPI)
1D. Support experience development to strengthen tourism products and target high-value guests.		✔		• Number of participants (tourism operators) in the experience development program • Number of participants (tourism operators) in the tourism development funding program • Increase in tourism experience operators
1E. Increase communications with tourism operators.	✔			• Establishment of the internal directory or database • Number of communications to operators (i.e., number of e-newsletters sent, number of networking opportunities host) and open and click through rates, where appropriate
1F. Support outdoor adventure infrastructure.		✔	✔	• Progress towards the Mountain Bike Trail Master Plan completion • Number of new winter tourism experiences developed through the tourism development fund • Dollars invested in natural surface trails between City core and Hiawatha Highlands

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Actions	Implementation Timeline			Key Performance Indicator (KPI)
OBJECTIVE 2: CONNECT THE DOWNTOWN AND WATERFRONT OUTDOOR EXPERIENCE				
2A. Create a regular transportation route to trails.			✔	• Completion of the assessment for tourism experience transportation options • Number of programs or partnerships established to enhance transportation options for key dates or on request
2B. Packaging downtown experiences with outdoor adventures.		✔		• Number of engagement and/or support offered to tourism businesses that are interested in expanding into shoulder seasons and winter • Number of engagement and/or support offered to Indigenous businesses • Number of communications to promote the Adventure Bus pilot program
2C. Downtown revitalization and waterfront development.		✔		• Development and implementation of the Waterfront Design Plan • Number of engagements with the Indigenous communities to promote culture and history, where requested • Issuance of RFP for the commissioning of an Indigenous outdoor art piece in prominent location and significant size. Include

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Actions	Implementation Timeline			Key Performance Indicator (KPI)
				identification of position and parameters in Waterfront Design Plan • Issuance of RFP (in partnership with the City of Sault Ste. Marie) for tourism operators to express interest in offering experiences within the waterfront district
OBJECTIVE 3: HAVE A MAJOR EVENT IN EACH SEASON				
3A. Actively pursue bids to host provincial and national level events	✔	✔	✔	• Number of bids submitted, and number of provincial and national events hosted
3B. Incorporate tourism operators into events.	✔			• Number tourism operators participating in each event
3C. Continue to grow the Bon Soo event and focus on expanding the visitor market.	✔			• Number of operators partnering with Bon Soo • Number of packages created that includes Bon Soo • Economic impact assessment conducted on Bon Soo
3D. Hire an events coordinator to focus on supporting homegrown events		✔		• Number of communications conducted to promote winter experiences • Number of packaged opportunities created

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Actions	Implementation Timeline			Key Performance Indicator (KPI)
				• Number of funding applications to support tourism-specific events within the Bon Soo Winter Carnival • Completion of an economic impact assessment
3E. Use developing trail network to attract outdoor trail-based sports tourism events			✔	• Number of trail-based events hosted annually • Number of trail users • Number of partnerships established with tour operations to develop pre-post event opportunities that can extend the stay of event participants
3F. Invest in infrastructure to support winter tourism events.			✔	• Number of new winter events developed. • Economic Impact of Winter Events compared to Investment in Infrastructure.

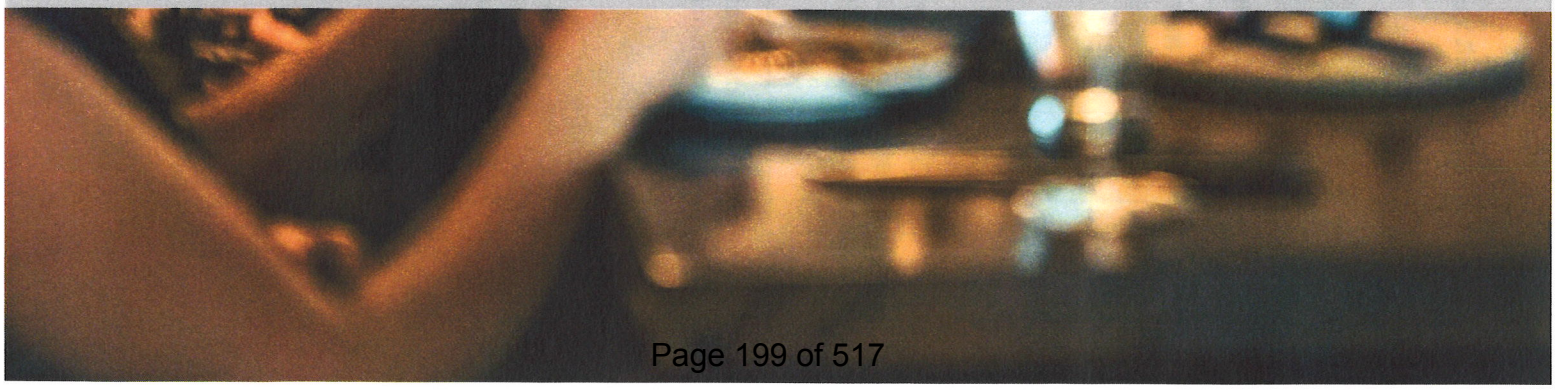
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Actions	Implementation Timeline			Key Performance Indicator (KPI)
OBJECTIVE 4: Use Visitor Profiles to Inform Marketing and Tourism Development Decisions				
4A. Create marketing campaigns based on geographic segmentation.	✔	✔	✔	• Number of Campaigns completed for each segment on both Facebook and Instagram • Increase in Geographic representation identified for each market segment (Ontario, Minnesota, Michigan, Wisconsin) on TSSM's Facebook and Instagram pages
4B. Understand preferences of each segment and encourage product development in areas of interest.		✔	✔	• Number of tourism development funded projects aligning with TSSM's Visitor Profiles. • Increase in infrastructure funding that aligns with Visitor Profile interests
4C. Build visual assets that align with 3 strategic priorities.		✔	✔	• Implementation of a crowdsourced image library • Increased digital assets for each Outdoor Adventure, Waterfront/Downtown, and Events
4D. Communicate visitor profiles with tourism operators.	✔	✔		• Generation and distribution of content to tourism operators • Number of workshops and number of tourism operators attending workshops on visitor profiles

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Business Development Attraction Plan



Business Development Attraction Plan

The opportunities in key sectors of the tourism industry were identified by first understanding the product gaps of each sector, which was determined by engagement activities with Tourism Sault Ste. Marie Board and staff. Using Destination Canada's research on high-value guests and the identified visitor profiles from the background report, these opportunity areas were then matched with Tourism Sault Ste. Marie's Priority Areas.

Tourism business development and attraction is a focused effort to provide business supports so new and existing businesses can grow and expand their revenue and the economic footprint in Sault Ste. Marie through trip enhancers and destination drivers.

ROLE OF TOURISM SAULT STE. MARIE

The '*2023 Future Study: A Strategic Road Map for the NEXT Generation of Destination Organizations*' identifies the top 5 short-term priorities for Destination Organizations:

1. Destination marketing
2. Data research and intelligence
3. Brand management
4. Destination and product development
5. Community relations and partnership

This Business Development Attraction Plan tackles Tourism Sault Ste. Marie's role in destination and product development. Tourism Sault Ste. Marie can encourage and prioritize tourism product development through the tourism development fund as well as supporting infrastructure investments that benefit the community and tourism sector. Tourism Sault Ste. Marie is a stakeholder in some of the tourism assets in the community, but traditionally it is the tourism operators who create tourism products that have the potential to become destination drivers. Destination drivers usually take considerable funding support, through either public sector investment locally, provincially, and/or federally, or private sector investment. Destination Management/Marketing Organizations (DMOs) and other local organizations (chamber of commerce, Community Futures office, etc.) can facilitate growth through business visits and discussions, workshops, industry committees, other innovative approaches, etc. For example, a

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DMO in southwestern Ontario coordinated two business study tours[27] of a similar destination for their tourism operators to learn and envision how other businesses approach obstacles and opportunities. The tours were funded by the Regional Tourism Organization with contributions from participating businesses, and the local DMO coordinated the effort.

DESTINATION DRIVERS

Destination drivers are the tourism assets that bring tourists to the destination. We know that Canadians are continuing to prioritize domestic travel with a continuing demand for open-air, nature-based, rural tourism opportunities,[28] leading to opportunities for Sault Ste. Marie's to build upon their goal of being Ontario's best outdoor adventure town.

The World Economic Forum's Travel and Tourism Development Index can help understanding these drivers further and uses Travel and Tourism Demand Drivers as a subindex which includes 3 pillars[29]:

- **Natural Resources:** The availability of natural assets and the development of outdoor tourism activities can position a destination well to attract visitation.
- **Cultural Resources:** Protecting, developing, and promoting cultural assets such as archeological sites and entertainment facilitates is another demand driver.
- **Non-Leisure Resources:** Factors driving business and other non-leisure travel such as business, academic, and medical related travel are also major travel drivers.

Key Trends

Key trends can influence the tourism industry and their experience offerings. Destination Canada released research in 2021 that identifies key trends that will have the greatest impact on Canada's tourism industry and can be taken into account when providing sector assistance and support in developing destination drivers. This report considers global changes in consumer behaviour and the shifting values associated with travel. These trends include[30]:

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[27] Finger Lakes Study Tours, norfolkcounty.ca

[28] Tourism's Big Shift: Key Trends Shaping the Future of Canada's Tourism Industry - November 2021 (destinationcanada.com)

[29] About the Travel & Tourism Development Index - Travel & Tourism Development Index 2021: Rebuilding for a Sustainable and Resilient Future | World Economic Forum (weforum.org)

[30] Tourism's Big Shift: Key Trends Shaping the Future of Canada's Tourism Industry - November 2021 (destinationcanada.com)

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- **Frictionless Travel:** Capacity in the travel industry has been reduced and technological changes (e.g., artificial intelligence) and adaptations are being used to enhance and streamline the overall travel experience.
- **Domestic Travel:** Travel uncertainties across the globe and pent-up travel demand has led to a rise in domestic travel and is an opportunity to create renewed local sentiments.
- **Responsible Travel**: A trend to travel less frequently, but for longer stays has emerged post-pandemic to support more responsible travel lighten the carbon footprint on destinations.
- **Ascendence of Communities:** Instead of only focusing on tourism growth, there is a growing need to align the tourism industry, community, and governments to drive competitiveness.
- **Indigenous Connection:** Indigenous tourism experiences are in demand, particularly with international visitors, but tourism operators will require support to build this sector.
- **Wild for Wilderness:** Wide-open spaces are sought after by many travellers post-COVID with connections to nature and wellness are in line with Canada's overall brand.
- **Health and Wellbeing:** The growth of wellbeing has been accelerated in the post-COVID era with the global wellness sector growing 6.5% pre-pandemic, which was twice the growth rate of the overall tourism sector.
- **Affluent Travel Boom:** The affluent travel segment is where the pent-up travel demand is most prominent. These high-value travellers are demanding personalized travel experiences that fulfill their wellbeing and personal growth goals.
- **Great Resignation and Retirement:** Due in part to the pandemic, retirements are on the rise, and at an accelerated pace. Those aged 65 and higher will account for 11% of the world's population by 2025 and will double their international travel plans during this time.
- **Remote work and Residential Tourism:** Remote work is on the rise, lessening the divide between work and play and creating opportunities to attract this segment to work and play, and have extended stays in destinations.

Opportunities

The following opportunities have been identified that align product gaps with visitor demand among target market segments for both destination drivers.

Opportunities for Destination Drivers	Target Market	Strategic Priority
Ensure a world-class downtown and waterfront to attract cross-border visitation through cross-border collaboration with Sault Ste. Marie, MI. • Example: Windsor and Detroit collaborate on cycling promotions and events, such as	Cultural Consumers	Downtown/Waterfront Activation

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Opportunities for Destination Drivers	Target Market	Strategic Priority
the cross-border Bike the Bridge Day and the International Greenways Visitor Map.[31]		
Create a partnership with industry operators and the Waterfront Adventure Center that offers a central point for outdoor experience attraction and staging.	Fishing and Sport Enthusiasts	Downtown/Waterfront Activation
Facilitate conversations with Parks Canada and Indigenous organizations to support an Indigenous tourism driver on Whitefish Island.	Cultural Consumers	Outdoor Adventure
Attract unique experience operators where it is difficult to have the experience elsewhere. • Example: Rail explorers[32]: Companies like Revolution Rail Company and Rail Explorers are offering rail tours in destination throughout the United States on both vacant and active rail lines and are being touted as a soft adventure trend. A rail biking experience in Sault Ste. Marie could be the first in Canada that connects their major tourism products of both mountain biking and the Agawa Canyon Tour Train. • Example: Treetop Trekking[33] by the Trekking group. An Ontario-based company with a passion for creating lasting experiences through imaginative and exciting outdoor experiences at heights. Hiawatha Highlands could be a potential spot for a ziplining adventure park.	Action Seekers	

[31] City of Windsor, International Greenways, citywindsor.ca

[32] Rail Explorers locations - the best rail bike experiences - Rail Explorers USA
[33] Our Parks in Ontario - Treetop Trekking

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TRIP ENHANCERS

Trip enhancers are activities that visitors decide to do after they have made the decision to travel to a destination. Product development support from DMO's has seen an increase post-COVID to help support the recovery of the tourism sector, and that ultimately drives tourism spend and stay in a destination.

Key Trends

Using outdoor adventure trends such as the '*Adventure Travel Trade Association's Adventure Travel Industry Snapshot*' from June 2023 can help to prioritize product development.[34]
This research highlights the following categories within the top 10 trending adventure tourism activities:

- Cultural activities (including culinary and wellness)
- Cycling (road, electric bikes, mountain bikes, and non-paved)
- Wildlife viewing (safari, birdwatching, and wildlife photography

Opportunities

The following opportunities have been identified in each tourism sector that align product gaps with visitor demand among target market segments for trip enhancers.

Accommodations

High-value guests prefer high-end accommodations for their leisure travel. This is not measured by high-end furnishing, rather the ability to deliver an emotional impact.[35] Relaxation and wellness are of interest to cultural consumers, these wellness experiences are also important to the high-value guests whose values align with a desire for mental wellness and a desire to connect with nature. Having a diversity of accommodations types fits well with Tourism Sault Ste. Marie's vision of being a hub for urban outdoor adventure.

[34] Adventure Travel Trade Association. Adventure Travel Industry Snapshot. June 2023.
[35] Destination Canada. Laws of Attraction for High-Value Guests.

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Trip Enhancer Opportunities – Accommodations	Target Market	Strategic Priority
Support the development of unique accommodations within the city to be packaged with urban outdoor experiences. Examples of unique accommodations that can tie directly into an experience include: • Aurora viewing domes[36]: Additions to campgrounds or at existing accommodations as a unique experience. • Teepees or teepee inspired accommodations[37]: Indigenous Tour operators such as Thrive Tours could incorporate overnight tours using teepees as the accommodation component. Whitefish Island could be a possible location for this infrastructure, or at existing accommodations. • Outdoor firepits at hotels.[38]	Experiential Adventures & Cultural Consumers	Outdoor Adventure
Support hotel packages that include outdoor, event and culinary experiences. Examples: Caribana Hotel Packages[39], Explore Pass[40]	Experiential Adventurers & Cultural Consumers	Outdoor Adventure
Support more accommodations who want to cater to recreational users (parking, access, transportation to/from and other amenities and services for snowmobilers, motorcyclists, mountain biking, cross-country skiing, snowshoeing, hiking, etc.). Example: Touring Ontario: Rider-Friendly Accommodations[41] Snowshoe / cross country at High Peaks Resort, Lake Placid, NY.[42]	Fishing and Sport Enthusiasts & Action Seekers	Outdoor Adventure

[36] Canada Is Building A Northern Lights Resort With Giant Glass Igloos - Narcity
[37] Pemiska Tourism
[38] Best Western - The Hammondsport Hotel, thehammondsporthotel.com/hammondsport-hotel-amenities
[39] Caribana Hotel Packages - 3 Night Packages, caribanatoronto.com
[40] Explore Pass, explorepass.ca
[41] Touring Ontario: Rider-Friendly Accommodations | Motorcycle.com
[42] XC-Ski and Snowshoe | Hotel Offers at High Peaks Resort MB

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"Wellness is having a Moment"[43] and is a priority for High-Value Guests and Cultural Consumers. "Experience-led amenities, such as hotels offering guests the chance to immerse themselves in the natural landscape, local life, or sustainability initiatives, are also becoming increasingly popular."[44]



Back2Nature Wellness and Adventures Hot and Cold Therapy

Photo Credit: Back2Nature Wellness and Adventures

[43] Destination Canada. Laws of Attraction for High-Value Guests.
[44] Destination Canada. Laws of Attraction for High-Value Guests.

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Food and Beverage

The availability of high-end food and beverage is the third highest factor for high-value guests when choosing a destination. Food and beverage tasting experiences is one type of travel that Cultural Consumers and Experiential Adventurers are most interested in. During the visitor survey research that was conducted, 26% of respondents felt more diverse dining options was what was missing from their experience in Sault Ste. Marie.

Trip Enhancer Opportunities – Food & Beverage	Target Market	Strategic Priority
Use mobile rental units to enhance the food and beverage experience in the downtown and waterfront areas. Examples: The Distillery District in Toronto[45]	Cultural Consumers & Experiential Explorers	Downtown/Waterfront Activation
Encourage food trucks to fill any service gaps, and events through a municipal RFP process in designated areas. Example: City of North Bay, Waterfront Food Vendor[46]	Cultural Consumers & Experiential Explorers	Downtown/Waterfront Activation Events
Encourage business collaborations on local food and drink experiences, facilitated by workshops for restaurant owners and chefs, food purveyors, and other food suppliers to explore opportunities. Example: Culinary Tourism Alliance Workshops[47]	Cultural Consumers & Experiential Explorers	Downtown/Waterfront Activation
Increase culinary options for visitors through supporting development of culinary experiences. • High-end exclusive culinary experiences: Exclusive, unique, and memorable dining experiences can be framed as mini events. Example: Long Table Dinner at UBC Farm[48]	Cultural Consumers & Experiential Explorers	

[45] The Distillery District in Toronto Prepares to Launch Pop-Up Containers Housing Several Retailers [Exclusive] (retail-insider.com)

[46] Request for Proposal - Waterfront Food Vendor | City of North Bay

[47] Workshops — Culinary Tourism Alliance

[48] Long Table Dinner - Sign Up to Wait List | CSFS at UBC Farm

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Trip Enhancer Opportunities – Food & Beverage	Target Market	Strategic Priority
• Foraging experiences: "Foraging has exploded in popularity in recent year..."[49]. Connect visitors with an outdoor hike and local food. Example: Gourmet by Nature[50] • Learn from Indigenous chefs: Hiawatha Osawamick owns and operates a restaurant on Lake Wahnapitae near Sudbury and could provide advice to young people for a possible similar offering in other communities.51		

"To US travellers, food and drink are linked to the culture of a place, its people and a way to immerse oneself, though not all US travellers are interested in the local history and evolution of cuisines."



Han Wi Dinner 2023 | Wanuskewin

Photo Credit: National Post

[49] Forage tourism (wundermanthompson.com)

[50] Gourmet by Nature | Outdoor Experiences | Nova Scotia

[51] CTV News, northernontario.ctvnews.ca

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Transportation

Destination Canada's research suggests that transportation is the third most stressful touchpoint in the travel journey.[52] An overwhelming portion (72%-89%) of all identified market segments travelled by car during their last visit to Sault Ste. Marie.

Trip Enhancer Opportunities – Transportation	Target Market	Strategic Priority
Expanding transit services to support event-based tourism and visitor attractions outside of the downtown/waterfront. Example: Visitor Transportation at Niagara Parks[53]	Action Seekers & Experiential Adventures	Downtown/Waterfront Activation
Leverage the Trans-Canada Trails by connecting to Tourism product offerings and prioritizing experience development tied to the Voyageur Trail and the Lake Superior Water Trail. Example: Trans Canada Trail and Destination Canada Partnership[54]	Experiential Adventurers & Fishing and Sport Enthusiasts & Cultural Consumers	Outdoor Adventure
Expand urban bike/scooter/E-bike rentals/tours/ beyond Whitefish Island and into the downtown and waterfront areas. Example: e-Bike on World Bike Day[55]	Experiential Adventurers	Downtown/Waterfront Activation

"The province [of Ontario] has developed best practice guidelines to help municipalities safely integrate e-scooters in their communities. E-scooters have been launched in over 125 U.S. cities and are being allowed under pilot conditions in Quebec and Alberta." [56] /
Ontario's E-Scooter Pilot Program / Photo Credit: CAA



[52] Destination Canada. Laws of Attraction for High-Value Guests.
[53] Visitor Transportation at Niagara Parks
[54] Trans Canada Trail | Elevating Trail Experiences from Coast to Coast to Coast: Trans Canada Trail and Destination Canada Mark New Partnership (tctrail.ca)
[55] Growing e-bike popularity in Canada takes the spotlight on World Bike Day (electricautonomy.ca)
[56] https://news.ontario.ca/en/release/54754/ontario-announces-e-scooter-pilot-to-help-grow-ontarios-econom

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Recreation and Entertainment

Nature and wildlife are listed as the fourth most important factor when high-value guests are choosing a destination.[57] Action seekers are most interested in experiences related to snowmobiling, maintain/fat tire biking and road/gravel cycling. Cultural consumers are most interested in experiences related to food and beverage, relaxation, and wellness, urban/downtown, arts, music, and entertainment, and historical/education tours, while experiential adventurers are most interested in trail-based activities, paddle sports, arts, music, and entertainment events, leisure and road/gravel cycling, mountain biking, food and drink tasting. Focusing on tourism experiences and activities that appeal to the experiential adventurers would fit well with Tourism Sault Ste. Marie's vision and strategic priorities.

Trip Enhancer Opportunities – Recreation and Entertainment	Target Market	Strategic Priority
Develop a trailhead facility designated for motorized and non-motorized recreational vehicles that could act as a staging area for winter experiences: • Multi-day outdoor experience packages • Winter fat-biking tours • Snowmobile rentals/tours Example: Iron Horse Trail in Alberta[58]	Fishing and Sport Enthusiasts & Experiential Adventurers & Action Seekers	Outdoor Adventure
Support tour offerings that connect the urban experience to the outdoor adventures beyond the City of Sault Ste. Marie to extend stay. Priority experiences may include: • Indigenous cultural experiences: While Indigenous Tourism Ontario has identified Indigenous Food Tourism as a priority, there is an overall need for more tourism experiences in Ontario. Example: Indigenous Tourism Ontario Position Paper On Growing Indigenous Food Tourism In Northern Ontario[59]	Experiential Adventurers & Action Seekers & Fishing and Sport Enthusiasts & Cultural Consumers	Outdoor Adventure

[57] Destination Canada. Laws of Attraction for High-Value Guests.

[58] Plan Your Trip - Alberta's Iron Horse Trail

[59] Indigenous Tourism Ontario. FEAST: Growing Indigenous Food Tourism in Ontario.

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Trip Enhancer Opportunities – Recreation and Entertainment	Target Market	Strategic Priority
• Stargazing and Night photography: The Lake Superior Provincial Park is a Dark Sky Preserve, making it an ideal local for star gazing and night photography. Astro tourism is popular in remote destinations where there is little light pollution and offers tourists an outdoor, nighttime activity. Example: Kananaskis After Dark Stargazing Tour[60] • E-bike tours: "Canada is seeing a rapid uptake of battery-powered e-bikes from coast to coast...with recent data from a Canadian research firm, Precedence Research, shows that the global e-bike market was valued at US$17.56 billion in 2021 and it's projected to be worth around US$40.98 billion by 2030."[61] Example: Banff Bow River E-Bike Tour and Sundance Canyon Hike[62] • Snowmobile tours: Snowmobiling is an activity identified as an activity of interest for the action seekers and Fishing and Sport Enthusiasts visitor profiles. Tourism Sault Ste. Marie is promoting this activity and a plan was developed in 2017 for a Northern Ontario Snowmobile Tourism Plan. There is however little opportunity for those without snowmobiles to participate in this activity. Example: Guided Snowmobile Tour in Ontario[63] • Wellness adventures – Saunas and Cold Plunges, forest bathing: "...wellness has become a major force in the global tourism market..."[64] Activities that connect visitors to wellness activities such as saunas and cold plunges or forest bathing are opportunities to tap into this trend.		

[60] Stargazing Tour - Kananaskis After Dark (viator.com)
[61] Growing e-bike popularity in Canada takes the spotlight on World Bike Day (electricautonomy.ca)
[62] Banff: Bow River E-Bike Tour and Sundance Canyon Hike | GetYourGuide
[63] Ride With The Pros—Guided Snowmobile Tours in Ontario | Northern Ontario Travel
[64] Wellness Tourism - Global Wellness Institute

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Trip Enhancer Opportunities – Recreation and Entertainment	Target Market	Strategic Priority
Example: Forest Bathing - Treetop Trekking[65] • Paddleboard tours: "Stand-up paddle board activities are growing highly popular among young tourists worldwide."[66] This activity is a natural addition for tour operators already offering kayak and canoe tours, and a natural fit for a waterfront destination. Example: Overnight Stand-up Paddleboard Adventure — Back2Nature[67] • Dogsledding tours: Dogsledding is a Canadian winter experience with connections to Indigenous traditions and culture and a great way to experience Canada's winter. Example: Wapusk Adventures - Indigenous Cultural Tours - Churchill Manitoba[68] • Regenerative tourism experiences: Visitors enjoy outdoor experiences and allocate some of their time to making the natural landscape better, e.g., trail cleanup, fish habitat restoration, tree and native flower planting, charity work, etc. Examples: Volunteers assisting K-8 Indigenous students – Road Scholar;[69] Volunteers assisting at botanical garden - Hawaii[70]		
In the Canal District • Expand culinary experiences, particularly during peak tourist times.	Experiential Adventurers & Cultural Consumers	Downtown/Waterfront Activation

[65] Forest Bathing - Treetop Trekking

[66] Stand-up Paddle Boards Market Size, Trends, Demand | Research Report 2028 (adroitmarketresearch.com)

[67] Overnight Stand-up Paddleboard Adventure — Back2Nature (back2naturewellness.com)

[68] Wapusk Adventures - Indigenous Cultural Tours - Churchill Manitoba

[69] **Road Scholar, Volunteering: Navajo Nation Schools,** roadscholar.org

[70] **National Tropical Botanical Garden, Volunteer,** ntbg.com

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Trip Enhancer Opportunities – Recreation and Entertainment	Target Market	Strategic Priority
• Expand boutique retail opportunities • Use retail containers to create a winter market Hiawatha Highlands • Use the trails as a staging for winter events Example: Christmas Light Tour[71]		

"Parks Canada works with Indigenous partners to provide Indigenous experiences at national historic sites, national parks, and national marine conservation areas across Canada."



Parks Canadas Indigenous Tourism Experiences

Photo Credit: Parks Canada

[71] BHP Enchanted Forest (enchanted-forest.org)
[72] Indigenous tourism experiences (canada.ca)

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Travel Services

Destination Canada's research suggests that transportation is the third most stressful touchpoint in the travel journey and that blended travel (mixing leisure and business travel) is on the rise.[73] The target segments in the background report to this document all typically use either a trip organization or third-party provider to book their travel or book directly online.

Trip Enhancer Opportunities – Travel Services	Target Market	Strategic Priority
Prioritize funding support for tourism operators and tour operators to encourage AI tools, e-commerce platforms or working with an in-bound tour operator.	Cultural Consumers & Experiential Adventurers & Fishing and Sport Enthusiasts	Outdoor Adventure Events
Connect tour operators with event organizers to encourage extended stays. Example: Tourism London Stay A Little Longer Campaign[74]	Action Seekers & Experiential Adventurers	Outdoor Adventure Events
Support trip planning and in-market digital visitor services such as artificial intelligence (AI) applications.	Cultural Consumers & Experiential Adventurers & Fishing and Sport Enthusiasts & Action Seekers	Downtown/Waterfront Activation Outdoor Adventure Events
Encourage new fly-drive travel packages leveraging flights arriving at the City's airport.	Cultural Consumers & Experiential Adventurers & Fishing and Sport Enthusiasts & Action Seekers	Downtown/Waterfront Activation Outdoor Adventure Events

[73] Destination Canada. Laws of Attraction for High-Value Guests.

[74] Tourism London Stay A Little Longer Campaign

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"There are new ways to use technology to help protect local interests while bringing better experiences to visitors." [75]



Case Study: A Smart City (Beaumont, Alberta) Innovates with Smart Kiosks [76]

Photo Credit: Insight.tech

[75] Engaging Local Communities Through Digital Technology During and Post Pandemic | Destinations International

[76] Case Study: A Smart City Innovates with Smart Kiosks | insight.tech

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

December 18, 2023

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Peter Tonazzo, MCIP, RPP, Director of Planning
DEPARTMENT:	Community Development and Enterprise Services
RE:	A-12-23-OP Official Plan Affordable Housing Policies

PURPOSE

The purpose of this report is to request approval of an amendment to the Official Plan to repeal Policy HO.6, which requires all developments greater than 50 units to provide at least 30% affordable units, and replacing this requirement with other policies and strategies aimed at achieving an affordable housing target of 30%.

PROPOSED CHANGE

This Official Plan Amendment proposes to repeal the following housing policies within the existing OP: (note: The current OP does not have Policies HO. 3 and HO.5 which is a numbering issue.):

> *HO.1 Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.*
>
> *HO.2 Innovative and alternative residential development standards supporting affordable housing and compact urban form shall be encouraged. However, climate (i.e. snowfall) and other local circumstances should not be neglected.*
>
> *HO.4 Medium and high density – including affordable housing – will be encouraged to be built before or at the same time as low density units.*
>
> *HO.6 For all urban residential developments greater than 50 units, the developer shall be required to provide a statement of affordability ensuring that opportunities for creating a range of housing types are provided so that no less than 30% of the new dwellings are affordable. Wherever feasible 50% of all affordable housing provided shall be affordable to low income households as defined by the Ministry of Municipal Affairs and Housing.*
>
> *HO.7 The inventory of affordable housing shall include the sale, resale and re-renting of existing units.*

HO.8 Housing affordability levels (both new and resale) and projected housing types shall be monitored semi-annually.

HO.9 An inventory of multiple-residential zoned land shall be maintained in an effort to assist providers in finding sites for low-income and multiple-unit dwellings.

It is further proposed that the aforementioned Housing Policies in the Official Plan be replaced with the following affordable housing policies:

Affordable Housing

Affordable housing plays a vital role in the City's housing supply. The City encourages and supports the provision of affordable housing throughout the community.

For the purposes of the Official Plan, affordable housing is defined as follows:

a. In case of ownership housing, the least expensive of:
    i. Housing for which the purchase price results in annual accommodation costs which do not exceed 30 percent of gross annual household income for low and moderate income households; or,
    ii. Housing for which the purchase price is at least 10 percent below the average purchase price of a resale unit in the regional market area.
b. In case of rental housing, the least expensive of:
    i. A unit for which the rent does not exceed 30 percent of gross annual household income for low and moderate income households; or,
    ii. A unit for which the rent is at or below the average market rent of a unit in the regional market area.
c. Low and moderate income households:
    i. In the case of ownership housing, households with incomes in the lowest 60 percent of the income distribution for the regional market area; or
    ii. In the case of rental housing, households with incomes in the lowest 60 percent of the income distribution for renter households for the regional market area.

With the overall goal of encouraging and supporting the creation of additional affordable housing units, the City shall ensure that a minimum of 30% of all dwelling units throughout the community are affordable by:

a. Providing additional incentives for the provision of affordable housing, through a Community Improvement Plan, which may include rebating municipal fees, grants and tax rebates.
b. Supporting a mixture of housing types, including infill development, residential intensification and higher residential densities.
c. Supporting increased zoning flexibility, to permit a wider variety of dwelling units in more zones, including the creation of additional dwelling units and up to 4 dwelling units on urban residential lots, subject to zoning provisions.
d. Supporting innovative housing design, such as smaller units (tiny homes) and alternative development standards such as reduced lot frontages, setbacks and parking requirements.
e. Conducting ongoing monitoring on affordability levels.
f. Maintaining a current, comprehensive understanding of funding opportunities for the creation of affordable housing and assisting applicants in accessing such funding.
g. Prioritizing the review and processing of development proposals that include affordable dwelling units.
h. Working with non-profit stakeholders that provide affordable and supportive housing units.
i. Making municipally owned lands available for affordable housing.
j. Giving preference to locating large-scale new residential developments with affordable units within safe walkable distance of amenities such as public transit, grocery stores, parks and other public services.

Subject Property:

- Location: City Wide

BACKGROUND

On August 8, 2022, Council postponed the following Resolution:

Resolved that the Report of the Director of Planning dated August 8th, 2022 be received and that Official Plan Amendment No. 242 repealing the existing Housing Policies within the Official Plan and replacing them with the affordable housing policies outlined in Appendix A to this report be approved;

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

Further that Council establishes a local housing task force, consisting of relevant City Staff (Planning, Finance and Building), DSSAB staff, other non-profit housing providers and two members of Council. This task force would be responsible for:

1. *Developing a local comprehensive housing plan, with special regard for affordable housing and the 'missing middle';*
2. *Developing and recommending a Community Improvement Plan (CIP) to incentivize the creation of affordable housing units; and*
3. *Overseeing the ongoing monitoring and annual communication of important local housing indicators.*

On December 12, 2022, Council established the Affordable Housing Task Force (AHTF), with a mandate to bring forward recommendations on amending the City's Official Plan housing policies and create a Housing Action Plan. On December 11, 2023, Council endorsed the Sault Ste. Marie Housing Action Plan 2023-2028[1].

The City's OP was approved in 1996 and policy HO.6 is the result of the relatively short-lived *Comprehensive Set of Policy Statements*, which was passed by the Rae Provincial Government and later repealed by the Harris Government. While many of the policies contained within the *Comprehensive Set of Policy Statements* were carried forward in subsequent *Provincial Policy Statements*, the specific requirement *'opportunities will be provided for no less than 30% of new dwelling units created through development, and intensification to be affordable housing'* was not. It is likely that in 1996, attaining defined affordable prices may have been achievable without additional subsidies, or more subsidies from senior levels of government were available to achieve 30% affordability in new builds. Therefore, in 1996, HO.6 may not have been a 'stretch goal' given the housing market at that time, whereas today and going forward, housing affordability is a significant issue that is the culmination of a wide variety of complex social and economic factors. Demand side issues include rising levels of poverty, addiction and mental health issues, while supply side issues include inflation, rising interest rates and labour shortages leading to significant increases in housing costs.

HO.6 can only be effectively implemented through inclusionary zoning regulations. Staff have confirmed that inclusionary zoning is not a mechanism currently available in areas outside of 'major transit station areas', which are areas within 800m of 'higher order' transit stations, such as subways and light rail transit stations.

ANALYSIS

Basis for the Proposed Amendment

[1] https://publicinput.com/Customer/File/Full/2ecb8426-2106-448c-a0e4-810a58a804f7

The proposed affordable housing policies, as well as the Housing Action Plan are generally intended to accommodate and have the most impact on the housing needs of those in the 'missing middle' – namely those in the 40-60th income percentiles who may not be able to 'afford' average monthly rents or purchase prices, but do not necessarily qualify for financial assistance. While it is anticipated that the proposed approach could have positive outcomes for those in the lowest income percentiles, it is generally understood that significant ongoing subsidies from all levels of government are, and will continue to be required, along with a full breadth of other services, in order to meet the needs of those below the 40th income percentile.

On the basis that overall housing demand will require significant increases in supply, staff is of the opinion that requiring all housing developments of 50 or more dwelling units to provide at least 30% of those units at affordable rates (rental and ownership) is counterproductive. It is staff's opinion that this policy could have the effect of either limiting residential developments to less than 50 units or reducing/eliminating residential development that might otherwise occur, thus lowering supply and driving up prices. Development costs, especially with new 'greenfield developments', are such that it is extremely difficult to construct new affordable units (owned and rented) without significant ongoing subsidies. Generally, the provision of affordable housing requires the efforts of all three levels of government and non-profit affordable housing providers, such as Sault Ste. Marie Housing Corporation, Ontario Aboriginal Housing and Community Living Algoma, which receive much of their funding from senior levels of government.

Affordable Housing Defined for Planning Purposes - 2022

Based upon the Sault Ste. Marie Housing Needs Assessment 2023-2025[2] and the provincial definition of 'affordable housing' provided in the Proposed Change section of this report:

- The "affordable" purchase price for a home in Sault Ste. Marie in 2022 was $281,300 or below. Between 2017 and 2022, local housing resale prices grew by approximately 80%, outpacing the growth in household income during this time.
- The "affordable" monthly rental rate for a unit in Sault Ste. Marie in 2022 was $1,015 or below. Rental housing supply has not kept up with demand and vacancy rates are currently at their lowest level since 2014. According to CMHC, local rental rates have grown 56.1% between 2011 and 2022, outpacing the rate of inflation.

Proposed New Official Plan Policies

[2] https://publicinput.com/Customer/File/Full/43a6af1b-dd24-4f2f-bb3a-939399a4aeff

Mixing Housing Types, Residential Intensification and an Affordable Housing Target

The housing policies contained within the existing OP relate primarily to the provision of a mixture of housing types and densities to meet the differing needs of the full range of residents and to ensure the provision of affordable housing units as part of the overall supply. The proposed policies will continue to address these particular matters. Furthermore, the recommended policies have been slightly altered to emphasize the overall supply of housing, with special regard for affordable housing.

Regulatory Flexibility and Additional Dwelling Units (ADUs)

The existing OP and Zoning By-law 2005-150 speak to and permit, as a matter of right, 'second units' in association with single, semi or townhouse dwellings. The *Planning Act* has been recently amended to require municipalities to permit 'third units' and the Federal Government has indicated that permitting 'fourth units' as a matter of right is a prerequisite to obtaining the Canadian Mortgage and Housing Corporation's (CMHC) Housing Accelerator Fund (HAF). Early in the New Year, staff will be bringing a report to Council recommending zoning amendments to permit a total of 4 dwelling units on urban residential lots, subject to 'performance standards' such as minimum setbacks, maximum lot coverage, etc. Forthcoming zoning amendments also propose to permit more types of dwellings in more zones, including the Institutional Zone and Shopping Centre Zone. An informational report appears elsewhere on Council's agenda and it is anticipated that such amendments will be recommended for approval at Council's January 29, 2024 meeting.

Supporting Innovative Design and Reduced Development Standards

One example is reduced parking requirements to permit higher density residential developments and unlock additional development potential within existing developments.

Prioritizing Applications that include Affordable Units

The overall impacts of this particular policy should not be understated. While local application timelines are relatively short in relation to other high growth parts of the province, such as the GTA, a recent surge in the local development industry has resulted in longer timelines to obtain approvals. Such a policy would direct various City Departments involved in housing approvals to put these projects at or near 'the top of the pile' to speed up approval timelines.

Ongoing Monitoring

Proposed policies commit to ongoing monitoring and review of affordability levels, with the goal of providing Council with an annual update on local affordability levels, new housing starts and the implementation of the Housing Action Plan. Policies are also proposed to ensure that Planning Staff maintain a thorough understanding of the various funding opportunities available. It is noted that these

efforts are not intended to duplicate the good work by various non-profit housing providers, but rather to complement the work they do, with a primary focus on satisfying the housing needs of the 'missing middle', whereas local non-profit groups tend to be more focused upon providing housing for those with the lowest income levels.

Incentives

The provision of financial incentives through a Community Improvement Plan (CIP) has the potential to be very impactful in creating additional affordable dwelling units. Incentives will include waiving application fees, providing grants, loans and property tax rebates.

A draft CIP has been developed and will be presented to the Housing Task Force in early January. Once funding opportunities have been confirmed (Housing Accelerator Fund and Building Faster Fund), the CIP will be brought to Council for approval.

Conformity with Provincial Policy Statement 2020

At a high level, Section 1.4 of the Provincial Policy Statement (PPS) speaks to encouraging an appropriate range and mix of housing options and densities required to meet existing and projected needs of the community; thus ensuring an appropriate supply of various types of housing, which is an important component to facilitating affordability.

As previously discussed, it is staff's opinion that the current approach, which requires 30% of all dwellings in any development greater than 50 units to be affordable, could impact the overall supply of housing, in that developers may reduce the overall size of their development or choose not to develop at all. Therefore, from a supply standpoint, Planning Staff is of the opinion that removing Policy HO.6 adheres to Section 1.4 of the PPS.

Section 1.4.3 of the PPS speaks specifically to affordable housing.

Section 1.4.3a requires municipalities to establish an affordable housing target. The proposed policies establish a target of 30%, which is generally consistent with what other municipalities have established.

Section 1.4.3b requires municipalities to permit a wide variety of housing options including but not limited to, singles, semis, townhouses, apartments and tiny homes, under a variety of tenures such as owned, rented and cooperative arrangements to name a few. Current and proposed Official Plan policies specifically permit a wide variety of housing options and tenures. Section 1.4.3b also speaks to residential intensification, which is also specifically permitted within current and proposed OP policies.

Sections 1.4.3 c, d, e and f speak to various locational criteria, requiring new housing to be directed to locations where appropriate levels of infrastructure and public service facilities are or will be available to support such housing. Furthermore, municipalities shall promote densities that efficiently use land, resources and infrastructure, with special regard for higher residential densities in areas with easy access to transit and active transportation infrastructure. Existing and proposed OP policies contain a variety of provisions aimed at ensuring new housing, including denser forms of housing and affordable housing, are appropriately located to take advantage of available infrastructure, social services and other amenities.

As previously noted the current approach could result in smaller developments and potentially lower densities as might otherwise be appropriate, which would not be within the overall intent of Section 1.4.3 which aims to maximize development efficiencies where appropriate, through higher density development.

In closing, the PPS does not specifically require municipalities to force the provision of affordable units as part of new residential development, therefore, staff is of the opinion that specifically repealing HO.6 and replacing it with the proposed affordable housing policies conforms with the Provincial Policy Statement 2020.

Conformity with Growth Plan for Northern Ontario 2011

Sault Ste. Marie is an ‘Economic Service Hub’ with a ‘Strategic Core Area’, where a wide variety of land uses, including higher density residential development and affordable units can and should be located. To this end, approval of this application does not conflict with the Growth Plan for Northern Ontario.

CONSULTATION

Public notice was advertised on the City website and in the Sault Star on Saturday November 25, 2023. Under the ‘Grow The Sault’ initiative, three public open houses were held on November 14, 15 and 16, 2023 to discuss among other things, the proposed Official Plan amendments to the affordable housing policies, and the removal of Housing Policy 6. Materials were also made available on the City’s Public Input web platform.

Public Comments

Up to the drafting of this report, no public comments have been received.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. Up to the drafting of this report, no concerns have been raised.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

Approval of the proposed Official Plan Amendment relates to the following Focus Areas of the Corporate Strategic Plan:

- Quality of Life
    - One of Sault Ste. Marie's quality of life advantages has and continues to be that of housing affordability, when compared to other parts of the Province, especially the Greater Toronto Area. It is staff's opinion that the requirements of Policy HO.6 could be counter-productive, reducing the size and number of new housing developments, which would reduce supply resulting in higher housing costs.
- Community Development
    - The new Official Plan is listed as a key activity within the Community Development Focus Area, to maximize economic development and investment. Further to the discussion above, staff is of the opinion that repealing and replacing the existing housing policies will be more effective in facilitating the creation of more affordable housing units, without impacting the creation of additional market units, which are also required going forward.
- Service Delivery
    - Proposed policies will instruct staff to maintain a comprehensive understanding and communicate to applicants the various funding programs available in support of the creation of affordable housing. Furthermore, processing housing applications will be prioritized. These are key customer service deliverables.

Approval of the recommended Official Plan Amendment is not directly linked to any policies within the Greenhouse Gas Reduction Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Planning dated December 18, 2023 concerning A-12-23-OP Affordable Housing Policies be received and that Council approve the application by repealing the existing Housing Policies within the Official Plan and replacing them with the affordable housing policies outlined in Official Plan Amendment No. 248;

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

Respectfully submitted,

Peter Tonazzo, MCIP, RPP
Director of Planning

AMENDMENT NO. 242
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Housing Policies of the Plan.

LOCATION

This is a text amendment that applies throughout the entire Municipality of Sault Ste. Marie.

BASIS

This Amendment is necessary in view of concerns raised with the existing requirement that all new housing developments consisting of more than 50 units, provide at least 30% of those units at affordable prices.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by repealing the existing Housing Policies within the Official Plan and replacing them with the following:

Affordable Housing

Affordable housing plays a vital role in the City's housing supply. The City encourages and supports the provision of affordable housing throughout the community.

For the purposes of the Official Plan, affordable housing is defined as follows:

a. In case of ownership housing, the least expensive of:
    i. Housing for which the purchase price results in annual accommodation costs which do not exceed 30 percent of gross annual household income for low and moderate income households; or,
    ii. Housing for which the purchase price is at least 10 percent below the average purchase price of a resale unit in the regional market area.
b. In case of rental housing, the least expensive of:
    i. A unit for which the rent does not exceed 30 percent of gross annual household income for low and moderate income households; or,
    ii. A unit for which the rent is at or below the average market rent of a unit in the regional market area.

c. Low and moderate income households:
    i. In the case of ownership housing, households with incomes in the lowest 60 percent of the income distribution for the regional market area; or
    ii. In the case of rental housing, households with incomes in the lowest 60 percent of the income distribution for renter households for the regional market area.

With the overall goal of encouraging and supporting the creation of additional affordable housing units, the City shall ensure that a minimum of 30% of all dwelling units throughout the community are affordable by:

a. Providing additional incentives for the provision of affordable housing, through a Community Improvement Plan, which may include the waiving of planning application (rezoning, site plan control) fees, grants and tax rebates.
b. Supporting a mixture of housing types, including infill development and residential intensification.
c. Supporting the creation of Accessory Dwelling Units.
d. Supporting innovative housing design, such as smaller units (tiny homes) and alternative development standards such as reduced lot frontages, setbacks and parking requirements.
e. Conducting ongoing monitoring on affordability levels.
f. Maintaining a current, comprehensive understanding of funding opportunities for the creation of affordable housing and assisting applicants in accessing such funding.
g. Prioritizing the review and processing of development proposals that include affordable dwelling units.
h. Working with non-profit stakeholders that provide affordable and supportive housing units.
i. Making municipally owned lands available for affordable housing.
j. Giving preference to locating major new residential developments with affordable units within walking distance of amenities such as public transit, grocery stores, parks and other public services.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

The Social Justice Committee of the Anglican Diocese of Algoma has been working for the past two years to address the issue of homelessness in the area contiguous with the Diocese. Members of the Committee include representatives from the major population centres in the Diocese, including Thunder Bay, Sudbury, North Bay, Sault Ste. Marie, as well as Muskoka. I have addressed the previous council on the subject of affordable housing, in particular with respect to the (unenforced) requirement that new housing developments beyond a certain threshold include units that fall under the (then) definition of "affordable."

I received a draft copy of the 2023 Housing Action Plan with thanks to Mr. Zuppa from Planning and Enterprise Services.

The Housing Task Force is to be commended for the plan they present. It is exhaustive, forward thinking, and encourages creativity in addressing the City's housing needs. It could well be a template for similar undertakings in other cities in the province. The goal of ensuring "That all residents of the City have equitable access to housing that is safe, adequate and affordable" (page 6) is a goal we can all share.

I have two observations.

First, the definition of "affordable" housing (page 4) will likely prove to be inadequate. People living on the margins who receive some kind of financial assistance, or those who may be raising a family on a minimum or near-minimum wage could not afford a rental that is affordable under the definition noted.

Second, the goal of "Increas(ing) housing to meet demand and address Affordable Housing Issues" (page 8) is problematic. Increasing supply at the higher end of the market will not address needs at the lower end. Like "trickle down economics" it will not work. I recognize that the plan mentions incentives to include affordable housing, but that does not mean that affordable hosing will necessarily be built. I encourage members of Council to consider a legislated, reasonable, and economically sound requirement for the inclusion of affordable units in future developments.

This report is a strong message to the community that the needs of our City are being addressed. I strongly support your work as this plan moves forward.

With respect
The Reverend D. Bruce McLeish

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY–LAW 2023-183

FINANCE: A by-law to establish user fees and service charges.

WHEREAS Section 391(1) of the *Municipal Act, 2001*, S.0. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by on behalf of it, and, for the use of its property including property under its control;

AND WHEREAS it is deemed necessary to charge user fees and service charges;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended **ENACTS** as follows:

1. **USER FEES ADOPTED**

That Council does confirm and ratify the user fees and service charges described in Schedules “A” to “I” attached to and forming part of this By-law and are outlined as follows:

Schedule A - Clerk’s Department
Schedule B - Community Development & Enterprise Services Department
Schedule C - Engineering Department
Schedule D - Planning Department
Schedule E - Building Services Department
Schedule F - Finance Department
Schedule G - Fire Services
Schedule H - Legal Department
Schedule I - Public Works Department

2. **BY-LAW 2022-189 REPEALED**

By-law 2022-189 is hereby repealed.

3. **EFFECTIVE DATE**

This By-law is effective on January 1, 2024.

PASSED in open Council this 18th day December, 2023.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-183 USER FEES.DOC

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "A"

CLERK'S DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
MARRIAGE LICENSES			
- Sale of Marriage Licenses - per license	$140.00	$145.00	Exempt
MAP SALES			
- Sale of City Maps - per map	$2.00	$2.00	Included
OTHER			
- Photocopying - per page	$0.50	$0.50	Included
LOTTERY LICENCES			
- Raffle under $50,000 value	$10.00 or 3% of prize value	$10.00 or 3% of prize value	Exempt
- Raffle over $50,000 value	to province	to province	Exempt
- Bingo - prize under $5,500	$10.00 or 3% of prize value	$10.00 or 3% of prize value	Exempt
- Bingo - prize over $5,500	to province	to province	Exempt
- Bazaar (maximum 3 wheels)	$10.00/wheel	$10.00/wheel	Exempt
- Nevada Tickets	3% of prize value	3% of prize value	Exempt
SHORT TERM RENTAL LICENSING FEE (THREE-YEAR)	$50.00	$500.00	Exempt
- Lost licence fee	$20.00	$20.00	Exempt
GENERAL LICENCES			
Pawnbroker – annual	$300.00	$310.00	Exempt
Pawnbroker – additional late fee	$145.00	$150.00	Exempt
Pawnbroker– lost licence fee	$20.00	$20.00	Exempt
Pawnbroker – re-inspection fee	$105.00	$110.00	Exempt
Plumber – Master – annual	$30.00	$30.00	Exempt
Plumber – Master – additional late fee	$15.00	$15.00	Exempt
Plumber – Master – lost licence fee	$20.00	$20.00	Exempt
Adult Entertainment Parlour – Owner / Operator – annual	$2,150.00	$2,225.00	Exempt
Adult Entertainment Parlour – Burlesque Attendant – annual	$115.00	$120.00	Exempt
Adult Entertainment Parlour – Owner / Operator – additional late fee	$1,075.00	$1,115.00	Exempt
Adult Entertainment Parlour – Burlesque Attendant – additional late fee	$55.00	$55.00	Exempt
Adult Entertainment Parlour – lost licence fee	$20.00	$20.00	Exempt
Adult Entertainment Parlour – re-inspection fee	$105.00	$110.00	Exempt
Amusement Arcade – annual	$305.00	$315.00	Exempt
Transfer of Ownership of Licence for Amusement Arcade	$55.00	$60.00	Exempt
Amusement Arcade – additional late fee	$150.00	$155.00	Exempt
Amusement Arcade – lost licence fee	$20.00	$20.00	Exempt
Amusement Arcade – re-inspection fee	$105.00	$110.00	Exempt
Vehicle for Hire Driver – initial	$40.00	$40.00	Exempt
Vehicle for Hire Driver – renewal	$25.00	$25.00	Exempt
Vehicle for Hire Driver – replacement	$15.00	$15.00	Exempt
Owner – initial (includes 1 vehicle)	$400.00	$400.00	Exempt
Owner – renewal	$100.00	$100.00	Exempt
Owner – replacement	$15.00	$15.00	Exempt
Vehicle for Hire – initial additional vehicle to fleet	$100.00	$100.00	Exempt
Vehicle for Hire – renewal per vehicle	$50.00	$50.00	Exempt
Vehicle for Hire – replacement licence	$25.00	$25.00	Exempt
Broker – initial (includes 1 vehicle)	$400.00	$400.00	Exempt
Broker – renewal per vehicle	$100.00	$100.00	Exempt
Broker – replacement	$15.00	$15.00	Exempt
Hotel Shuttle Bus Owner – initial	$200.00	$200.00	Exempt
Hotel Shuttle Bus Owner – renewal per vehicle	$50.00	$50.00	Exempt
Hotel Shuttle Bus Owner – replacement	$15.00	$15.00	Exempt
Rideshare Owner – initial (includes 1 vehicle)	$400.00	$400.00	Exempt
Rideshare Owner – renewal	$100.00	$100.00	Exempt
Rideshare Owner – replacement	$15.00	$15.00	Exempt
Rideshare Driver for Hire – initial	$40.00	$40.00	Exempt
Rideshare Driver for Hire – renewal	$25.00	$25.00	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "A"

CLERK'S DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
Rideshare Driver for Hire – replacement	$15.00	$15.00	Exempt
Rideshare vehicle – initial	$100.00	$100.00	Exempt
Rideshare vehicle – renewal	$50.00	$50.00	Exempt
Rideshare vehicle – replacement	$25.00	$25.00	Exempt
Payday Loan annual licensing fee	$1,075.00	$1,115.00	Exempt
Payday Loan – additional late licence fee	$530.00	$550.00	Exempt
Payday Loan re-inspection fee	$105.00	$110.00	Exempt
Payday Loan lost licence fee	$20.00	$20.00	Exempt
Food Vendor and Peddler – re-inspection fee	$105.00	$110.00	Exempt
Food Vendor and Peddler – lost licence fee	$20.00	$20.00	Exempt
PART III - FOOD VENDOR - RESIDENT			
Class 1 – Stationary day sales (maximum of 7 day licence)	$80.00	$85.00	Exempt
Class 2 – Stationary temporary sales (maximum of 3 month licence)	$160.00	$165.00	Exempt
Class 3 – Mobile day sales (maximum of 7 day licence)	$80.00	$85.00	Exempt
Class 4 – Mobile temporary sales (maximum of 3 month licence)	$160.00	$165.00	Exempt
Class 5 – Ice cream or hotdog cart (seasonal)	$260.00	$270.00	Exempt
Class 6 - Annual Sales (valid only in the calendar year issued)	$295.00	$305.00	Exempt
PART III - FOOD VENDOR - RESIDENT - ADDITIONAL LATE FEES/ PENALTY	$150.00	$155.00	Exempt
PART III - FOOD VENDOR - NON-RESIDENT			
Class 1 – Stationary day sales (maximum of 7 day licence)	$160.00	$165.00	Exempt
Class 2 – Stationary temporary sales (maximum of 3 month licence)	$325.00	$335.00	Exempt
Class 3 – Mobile day sales (maximum of 7 day licence)	$160.00	$165.00	Exempt
Class 4 – Mobile temporary sales (maximum of 3 month licence)	$325.00	$335.00	Exempt
Class 5 – Ice-cream or hotdog cart (seasonal)	$325.00	$335.00	Exempt
PART III - FOOD VENDOR - NON-RESIDENT - ADDITIONAL LATE FEES / PEN	$150.00	$155.00	Exempt
PART IV – PEDDLER – NON-RESIDENT			
Class 1 – Stationary day sales (maximum of 7 day licence)	$160.00	$165.00	Exempt
Class 2 – Stationary temporary sales (maximum of 3 month licence)	$325.00	$335.00	Exempt
Class 3 – Door-to-door day sales (maximum of 7 day licence)	$160.00	$165.00	Exempt
Class 4 – Door-to-door temporary sales (maximum of 3 month licence)	$325.00	$335.00	Exempt
PART IV – PEDDLER – NON-RESIDENT – ADDITIONAL LATE FEES / PENALT	$150.00	$155.00	Exempt

NOTE: Licence fees for taxis, limousines, etc. are governed by Police Services By-law 154 but administered by the Clerk's Department.

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
BONDAR PAVILION			
- Full Day Rental - Non Profit Group	$224.25	$230.09	Added
- Part Day Rental - Non Profit Group	$139.75	$146.02	Added
- Full Day Rental - Commercial	$853.25	$884.96	Added
- Part Day Rental - Commercial	$444.00	$460.18	Added
- Wedding Receptions	$1,101.25	$1,141.59	Added
- Wedding Ceremony Only - Base Fee	$284.75	$296.46	Added
- Wedding Ceremony and Reception	$1,473.25	$1,526.55	Added
- Clean Up - Minor	$71.75	$75.22	Added
- Clean Up - Major	$284.75	$296.46	Added
- Barriers	$1.34	$1.55	Added
- Tables	$5.00	$5.31	Added
- Chairs	$0.60	$0.66	Added
- Sound System (per day)	$40.00	$42.04	Added
- Kitchen (per day)	$64.50	$66.37	Added
- Supervision of Volunteers (per hour)	$22.00	$22.79	Added
- Alcohol event admin fee per event per day	$37.00	$38.27	Added
- Facility Booking - per booking	$37.00	$38.27	Added
- Waste Removal (Additional Bin)	$196.25	$203.54	Added
- Electrical Surcharge per day (film productions) connected to special events panel - per day	$105.00	$106.19	Added
MARINA FEES			
- Fuels	Road Price + $ 0.05	Road Price + $ 0.05	Included
- Sewage Pumpouts - per service (single tank)	$12.39	$12.83	Added
- Cruise Ship Dockage Fee - rate per meter	$6.50	$6.86	Added
- Cruise Ship Pumpout fee - rate per cubic meter	$1.78	$3.32	Added
- Cruise Ship set-up fee	$174.25	$181.42	Added
- Bondar - Slip Rental - Daily - per foot	$1.95	$1.99	Added
- Bondar - Slip Rental - Weekly - per foot	$8.75	$9.07	Added
- Bondar - Slip Rental - Monthly - per foot	$25.50	$26.55	Added
- Bondar Dock - Ship/Barge Dockage (per metre) - per day	$1.75	$1.75	Added
- Bellevue - Slip Rental - Weekly - Non Serviced per foot	$5.50	$5.75	Added
- Bellevue - Slip Rental - Weekly - Serviced per foot	$7.00	$7.30	Added
- Bellevue - Slip Rental - Bi - Monthly - Non Serviced per foot	$25.25	$26.33	Added
- Bellevue - Slip Rental - Bi - Monthly - Serviced per foot	$28.75	$29.65	Added
- Bellevue - Slip Rental - Monthly - Non Serviced per foot	$17.00	$17.48	Added
- Bellevue - Slip Rental - Monthly - Serviced per foot	$20.00	$20.80	Added
- Bellevue - Slip Rental - Seasonal - Non Serviced per foot	$32.75	$34.07	Added
- Bellevue - Slip Rental - Seasonal - Serviced per foot	$37.75	$38.94	Added
- Bellevue - Slip Rental - Daily - Serviced per foot	$1.95	$1.99	Added
- Bellevue - Slip Rental - Daily - Non Serviced per foot	$1.50	$1.55	Added
- Winter Storage - Monthly per foot	$2.00	$1.99	Added
- Slip Cancellation Fee	$27.50	$28.50	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
- September Special	50% fee discount	50% fee discount	Added
- Launch Ramp Fee - Daily	$7.00	$7.00	Included
- Launch Ramp Fee - Seasonal	$61.06	$70.00	Included
Bike Rentals			
- Hourly	$6.75	$7.00	Included
- Half Day (4 hours)	$14.75	$15.25	Included
- Full Day (8 hours)	$25.25	$26.25	Included
SENIORS 55+ PROGRAMMING			
- Supervision (outside normal operating hours) - per hour	$21.50	$22.35	Added
- Main Hall - Half day rental	$59.00	$61.00	Included
- Main Hall - Full Day Rental	$128.75	$135.00	Included
- Meeting Room - Full Day rental (55+)	$107.50	$110.00	Included
- Community Room Rental per hour	$0.00	$19.03	Added
- Kitchen (per use)	$32.75	$34.00	Included
- AV Equipment (Laptop/Projector/Screen) - per use	$21.00	$21.75	Included
- Drop-In Fee (per visit per general program)	$2.00	$2.50	Included
- Drop-In Card 25 visits - 25% off Regular Admission	$0.00	$47.00	Included
- Drop-In Card 10 visits - 15% off Regular Admission	$0.00	$21.25	Included
- Noon Lunch (DIC) / Soup & Sandwich Lunch (NCC)	$6.25	$7.00	Included
- Special Event Fee	Cost recovery	Cost recovery	Included
- Coffee/Tea Pot 10 cup	$12.75	$13.25	Included
- Coffee/Tea Airpot 25 cup	$19.00	$19.75	Included
- Coffee Urn 50 cup	$26.50	$27.50	Included
- Coffee Urn 100 cup	$52.75	$55.00	Included
ARENA FEES (John Rhodes and Northern Community Centre)			
- Admission - High School Hockey - Adults	$5.00	$5.25	Included
- Admission - High School Hockey - Students & Seniors	$4.50	$4.75	Included
- Admission - High School Hockey - Children	$4.00	$4.25	Included
- Ice/Complex Rentals - per hour - Adult	$200.50	$210.00	Included
- Ice/Complex Rentals - per hour - Youth	$184.75	$190.00	Included
- Ice/Complex Rentals - per hour - Organized	$162.50	$170.00	Included
- Ice/Complex Rentals - per hour - Non Ice (Lacrosse)	$71.75	$100.00	Included
- Rental of NCC or Rhodes Centre - each pad / per day	$1,109.75	$1,150.00	Included
- Rental of NCC Meeting Room - per hour	$20.34	$21.00	Included
- Ice Skating - Admission - Adult	$4.50	$4.75	Included
- Ice Skating - Admission - Student	$4.00	$4.25	Included
- Ice Skating - Admission - Senior	$4.00	$4.25	Included
- Ice Skating - Admission - Child	$3.50	$3.50	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
ARENA FEES (GFL Memorial Gardens)			
- Ice Rentals - per hour - Adult	$215.25	$225.00	Included
- Ice Rentals - per hour - Youth	$193.00	$200.00	Included
- Ice Rentals - per hour - Youth Organized	$172.00	$180.00	Included
- GFL Memorial Gardens Angelo Bumbacco Room - Full Day	$209.00	$215.00	Included
- GFL Memorial Gardens Multi Purpose Room - hourly rate	$32.75	$34.00	Included
- GFL Memorial Gardens Multi Purpose Room - Full Day	$139.25	$145.00	Included
POOL FEES			
- Public Swim Admission - Adult	$5.00	$5.31	Added
- Public Swim Admission - Senior	$3.75	$3.98	Added
- Public Swim Admission - Child	$3.50	$3.54	Added
- Public Swim Admission - Group	$14.00	$14.60	Added
- Swim Card 10 Visits 15 % off Reg Admission - Adult	$42.75	$44.25	Added
- Swim Card 25 Visits 25% off Reg Admission - Adult	$94.50	$97.35	Added
- Swim Card 10 Visits 15 % off Reg Admission - Senior	$32.50	$33.85	Added
- Swim Card 25 Visits 25% off Reg Admission - Senior	$71.75	$74.34	Added
- Swim Card 10 Visits 15 % off Reg Admission - Child	$29.75	$30.75	Added
- Swim Card 25 Visits 25% off Reg Admission - Child	$65.75	$68.14	Added
- Pool Rental - per hour - Competitive Teams	$57.25	$59.29	Added
- Pool Rental - per hour - School Boards	$90.75	$94.00	Exempt
- Private Pool Rental - per hour - Public - includes lifeguards	$254.00	$261.06	Added
- Public Lessons - per lesson + surcharge	$8.75	$9.00	Exempt
- Non-Resident Public Lessons - per lesson + surcharge		$10.50	Exempt
- John Rhodes meeting room rental (per hour)	$18.00	$19.03	Added
- John Rhodes meeting room rental daily rates	$130.75	$137.17	Added
- Lifeguard Fee (per hour)	$19.00	$19.69	Added
NORTHERN COMMUNITY CENTRE			
- Single Turf Field Rental Per Hour-Prime Time	$140.00	$146.02	Added
- Single Turf Field Rental Per Hour-Non-Prime Time	$86.75	$90.27	Added
- Off Season Tournament rate per hour	$86.75	$90.27	Added
- Coaching/Referring Clinics	$107.50	$110.62	Added
- Single turf prime-time rental per hour - organized SASA	$126.50	$128.32	Added
- Multi-Use Space Rental per hour	$79.25	$82.30	Added
- Community Room Rental per hour	$18.00	$19.03	Added
- Community Rooms 2nd Level per hour	$18.00	$19.03	Added
- Kitchen Space 2nd Level per hour	$25.00	$25.66	Added
ATHLETIC FIELDS			
- Athletic Field Booking per evening - Adult	$73.50	$76.11	Added
- Athletic Field Booking per evening - Youth/Highschool	$36.75	$38.05	Added
- Athletic Field Tournament Rate per field per day	$47.15	$48.89	Added
- Cricket - per field per day	$294.00	$305.31	Added
- Elementary School - Track and Field Meet	$147.00	$159.29	Added
- Highschool Track and Field Meet	$294.00	$305.31	Added
- Steeler Football - per game	$587.75	$606.19	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
- Fall Off-Peak - Rocky DiPietro Field per weekend per day	$294.00	$305.31	Added
- Fall Off-Peak - Queen E., B Field per evening/day	$36.75	$38.05	Added
- Fall Off-Peak - Rocky DiPietro Field hourly		$19.91	Added
- High School Football - per game	$429.25	$442.48	Added
- Sabercats Football - per game	$294.00	$305.31	Added
- Soo Minor Football - per day game fee (QE "B")	$147.00	$150.44	Added
- Soo Minor Football - Rocky DiPietro Field per day	$294.00	$305.31	Added
- Speed Skating Club - per competition	$734.75	$761.06	Added
- Ultimate Frisbee - per field per night	$36.75	$38.05	Added
- Soccer Queen E. Mini Complex League Play per night	$73.50	$76.11	Added
- Soccer Queen E. Mini Complex Weekend Tournament	$147.00	$150.44	Added
- Dressing Room Rental per event	$36.75	$38.05	Added
- Public Address System - per event	$36.75	$38.05	Added
- Beer Garden - per event per day	$37.00	$40.04	Added
- Sport field lining - special request	$349.75	$362.83	Added
- Special Event Booking - Event more than 500 people	$713.75	$738.94	Added
- Special Event Booking - Event more than 200 people	$356.75	$367.26	Added
- Special Event - Garbage Pick-up and Recycling	$272.00	$283.19	Added
BELLEVUE PARK			
- Facility Booking - per booking	$36.95	$38.27	Added
- Special Event Booking - Event more than 250 people	$699.25	$725.66	Added
- Special Event Booking - Event less than 250 people	$349.85	$362.83	Added
- Bandshell part day	$139.80	$146.02	Added
- Bandshell full day	$224.20	$234.51	Added
- Supervision	$22.65	$23.89	Added
- Sound System (per day)	$36.65	$38.05	Added
- Premier Flower Bed Design (Seasonal) Bay and Pim Street Beds	$166.65	$172.57	Added
Street Closures and Licence to Occupy City Property			
- Application (30 days prior to event)		$50.00	Included
- Late Application (less than 30 days prior to event)		$100.00	Included
PLAZA			
- Clean Up - Minor	$71.75	$75.22	Added
- Clean Up - Major	$284.75	$296.46	Added
- Barriers	$1.50	$1.55	Added
- Tables	$5.25	$5.53	Added
- Chairs	$0.75	$0.66	Added
- Sound System (per day)	$36.25	$42.04	Added
- Supervision of Volunteers (per hour)	$22.00	$23.01	Added
- Facility Booking - per booking	$37.00	$38.27	Added
- Waste Removal (Additional Bin)	$196.25	$203.54	Added
- Electrical Surcharge per day (film productions) connected to special events panel - per day	$105.00	$106.19	Added
- Alcohol event admin fee per event per day	$37.00	$38.27	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
Municipal Heritage Committee			
Request for Heritage Status Letter		$49.56	Added
Heritage Easement Agreement Registration		$119.47	Added
HISTORIC SITES BOARD			
ADMISSIONS:			
- Admission - Adult	$15.00	$15.00	Included
- Admission - Senior	$12.00	$12.00	Included
- Admission - Youth	$9.00	$9.00	Included
- Admission - Child 5 to 12	$5.00	$5.00	Included
- Admission - Children 5 & under	$0.00	$0.00	Included
- Admission - Family	$35.00	$40.00	Included
- Admission - Adult Group Rate (10 or more)	$13.00	$13.00	Included
- Admission - Senior Group Rate (10 or more)	$11.00	$12.00	Included
- Admission - Bus Tours (50 or more)	$12.00	$13.00	Included
- Audio Tour - Wand Rental	$5.00	$5.00	Included
- Bus Tours with box lunch & learning tour	$0.00	$35.00	Included
EDUCATIONAL TOURS:			
- 1.5 hour tours	$4.00	$5.00	Exempt
- 2 hour tours	$6.00	$6.00	Exempt
- 3 hour tours (lunch included)	$10.00	$10.00	Exempt
- After hours - Brownies/Scouts	$10.00	$10.00	Exempt
- Brownie/Guide sleepover badge program	$75.00	$75.00	Exempt
- Workshops - fees & supplies	$20.00	$30.00	Included
- Outreach programs (minimum 2 hour fee)	$75.00	$80.00	Exempt
- Outreach kit	$25.00	$25.00	Included
- Virtual Curriculum Engagement - 1 hour session	$75.00	$80.00	Exempt
- Virtual Curriculum kits (per class) in addition to above fee	$25.00	$25.00	Included
EVENTS:			
- Bracelet Days - Adults	$10.00	$10.00	Included
- Bracelet Days - Youth	$5.00	$5.00	Included
- Heritage Tea (desserts & tea)	$15.00	$18.00	Included
- Heritage Fridays by the Fire (soup, biscuit, desserts, beverage)	$18.00	$20.00	Included
- Heritage High Tea (fancy sandwhiches & desserts, beverage)	$25.00	$30.00	Included
- Virtual & Curbside Tea kits - small	$20.00	$20.00	Included
- Virtual & Curbside Tea kits - medium	$40.00	$40.00	Included
- Virtual & Curbside Tea kits - large	$60.00	$60.00	Included
- Heritage Culinary Lunch (soup, main, dessert, beverage)	$25.00	$25.00	Included
- Heritage Culinary Dinner (apps, soup, main, dessert, beverage, demo)	$40.00	$40.00	Included
- Heritage Cocktail & Appetizers (usually for a show)	$25.00	$30.00	Included
- Heritage Dinner menu, theatrical, & program (group rate)	$60.00	$60.18	Added
- Evening in the Summer Kitchen	$60.00	$60.00	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
- Birthday Parties (up to 10 people) (hearth baking, games, craft)	$150.00	$150.00	Included
- Extra attendees for Birthday Party	$10.00	$10.00	Included
- Extra hour time usage of site for birthday (per hour)		$50.00	Included
- Extra food, craft, beverage, and/or activity (each)		$10.00	Included
WALKWAY ENGRAVING BRICKS (trust fund - capital fundraising)		$75.00	Included
RESEARCH FEES:			
- Individual research fee - daily	$25.00	$25.00	Added
- Individual research fee - yearly	$100.00	$101.77	Added
- Reproduction fees, photocopying	$0.50	$0.44	Added
- Reproduction fees, digital for exhibit or education (for each)	$25.00	$25.00	Added
- Reproduction fees, digital for other uses (following copyright laws)	$100.00	$101.77	Added
SITE USE:			
- Summer Kitchen / Theatre Only / Grounds (rental of a space)			
- Basic Rental - Not for Profit - half day	$200.00	$199.12	Added
- Basic Rental - Not for Profit - 8 hour day	$300.00	$300.88	Added
- Basic Rental - Commercial - half day	$400.00	$398.23	Added
- Basic Rental - Commercial - up to 8 hours	$800.00	$800.88	Added
- Wedding Ceremony and/or Photographs	$350.00	$349.56	Added
- Wedding Ceremony and Rehearsal	$500.00	$500.00	Added
- Wedding Ceremony only	$250.00	$252.21	Added
- Wedding Photographs only or professional photography request	$200.00	$199.12	Added
- Basic rental Film Crew - hourly (min. 3 hours) ** This is for Complete Site Rental - HOURLY **	$500.00	$500.00	Added
- Supervisory Fees - hourly for after hours	$50.00	$49.56	Added
- Theatre for meeting added, if Heritage menu ordered	$100.00	$101.77	Added
ADDITIONAL FEES:			
- Non refundable deposit on Site Rentals, Events, Weddings, etc. ** Applicable to total invoice**	$50.00	$49.56	Added
- Non refundable deposit for Commercial bookings (i.e. film companies) ** Applicable to total invoice**	$250.00	$252.21	Added
- Cleaning Fees	$75.00	$75.22	Added
- Tables - per table (after the original 36 on site)	$5.00	$5.09	Added
- Chairs - per chair (after what is available on site)	$2.00	$1.99	Added
- Waste Disposal	$250.00	$300.88	Added
- AV equipment	$50.00	$49.56	Added
- Security fees - once tents are set up on lawn (hourly)	$30.00	$34.96	Added
- Auxillary Kitchen for caterer	$150.00	$199.12	Added
- Damage fees will apply depending on damage to the site and cost of repair	Hold/deposit refundable	$101.77	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
Refreshments:			
- Coffee, Tea, Water & all condiments (environmental cups, cream & stir)	$30.00	$30.09	Added
- Coffee Big Urn & cups, cream, stir & water	$40.00	$49.56	Added
- Coffee, Muffins & Fruit - only for meetings booked - per person	$10.00	$17.92	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
TRANSIT CASH FARES			
- Adults, Seniors, & Youth	$3.20	$3.25	Exempt
- Students	N/A	N/A	Exempt
- Children (12 and under free when with an adult)	Free	Free	Exempt
TRANSIT BUS PASSES			
- Monthly Pass - Adult	$74.25	$77.00	Exempt
- Monthly Pass - School Board	$51.10	$53.00	Exempt
- Monthly Pass - Senior	$63.50	$66.00	Exempt
- Monthly Pass - Youth	$32.30	$33.50	Exempt
- Punch Pass - 20 Rides	$51.10	$53.00	Exempt
- Senior Multi 6 Ride Pass (60 years and over)	$10.25	$10.50	Exempt
- Senior Multi 12 Ride Pass (60 years and over)	$20.45	$21.25	Exempt
- Community Living Algoma	$58.65	$61.00	Exempt
- Single Bus Pass	$3.20	$3.25	Exempt
- Semester Pass (one semester)	$204.45	$210.00	Exempt
SOCIAL EQUITY PASSES			
- Monthly Pass - Adult		$38.50	Exempt
- Monthly Pass - Youth		$16.75	Exempt
- Monthly Pass - Adult - 3 months		$115.00	Exempt
- Monthly Pass - Youth - 3 months		$50.00	Exempt
TRANSIT SMART CARD REPLACEMENT - per card	$5.00	$5.00	Exempt
TRANSIT CHARTERS - LOCAL			
- Weekdays per hour (minimum 2 hour)	$173.25	$181.42	Added
- Sundays per hour (minimum 2 hour)	$173.25	$181.42	Added
- Statutory Holidays per hour (minimum 1 hour)	$191.55	$199.12	Added
TRANSIT BUS ADVERTISING			
- Governed by Agreement			
COMMUNITY BUS CASH FARES			
- Cash Fare	$3.20	$3.25	Exempt
- Punch Pass - 20 Rides	$51.10	$53.00	Exempt
PARA BUS FARES			
- Cash Fare	$3.20	$3.25	Exempt
- Ambulatory Cash Fare	$3.20	$3.25	Exempt
- Attendant Cash Fare	$3.20	$3.25	Exempt
- 40 Ride Pass	$89.30	$92.00	Exempt
- Out of Zone	$16.15	$16.75	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
PARKING METERS			
- Queenstown Area per hour	$1.55	$1.60	Included
- City Centre Area per hour	$1.55	$1.60	Included
HOODING OF PARKING METERS			
- Single Meter per day	$5.75	$6.00	Included
- Double Meter per day	$11.55	$12.00	Included
PARKING LOTS			
- Rental - Monthly	$51.05	$53.00	Included
- Yearly Rate - Non Refundable	$522.45	$540.00	Included
- Daily Rate	$5.75	$6.00	Included
HOLIDAY PARKING			
- 2 Week Downtown Holiday Parking	$0.00	$0.00	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
CEMETERY			
Lots			
Adult			
1 grave lot – minimum 4.0' x 10.0'	$1,101.00	$1,601.77	Added
2 grave lot – minimum 8.0' x 10.0'	$2,200.00	$3,128.32	Added
Child (6-10 years)	$397.00	$415.93	Added
Infant (5 years and under)	$175.00	$176.99	Added
Care and maintenance fund – lots on which care and maintenance charges have not been paid. This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot).	$290.00	$292.04	Added
Cremation Lots (Urn Garden)			
1 grave lot (2.0' x 4.0')	$409.00	$823.01	Added
2 grave lot (4.0' x 4.0')	$818.00	$1,154.87	Added
Columbaria (All Cemeteries)			
Single niche (one urn)	$1,115.00	$1,176.99	Added
Companion niche (two urns)	$1,811.00	$1,902.65	Added
Mausoleum crypts			
Section MV (16th build)			
Row 1 (single)	$12,248.00	$12,920.35	Added
Rows 2 & 3 (single)	$14,420.00	$15,207.96	Added
Row 4 (single)	$11,638.00	$12,274.34	Added
Row 1 (companion)	$20,678.00	$21,814.16	Added
Rows 2 & 3 (companion)	$24,367.00	$25,699.12	Added
Row 4 (companion)	$19,674.00	$20,747.79	Added
Interment Charges			
Adult - casket	$1,532.00	$1,584.07	Added
Child 5 years and under	$0.00	$0.00	
Child 6-10 years - casket	$667.00	$690.27	Added
Cremated remains			
Adult	$449.00	$464.60	Added
Child 5 years and under	$0.00	$0.00	
Child 6-10 years	$222.00	$230.09	Added
Entombment in mausoleum	$1,008.00	$1,044.25	Added
Cremation			
Adult	$572.00	$592.92	Added
Child 5 years and under	$0.00	$0.00	
Child 6-10 years	$330.00	$340.71	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
Disinterment Charges			
Another gravesite in a municipal gravesite			
Adult	$2,722.50	$2,818.58	Added
From single depth to double depth	$2,953.50	$3,057.52	Added
Child 5 years and under	$695.20	$721.24	Added
Child 6-10 years	$1,163.80	$1,203.54	Added
Cremated remains	$457.60	$473.45	Added
Niche to niche	$250.00	$261.06	Added
Same gravesite or removal from a municipal cemetery			
Adult	$1,916.20	$1,982.30	Added
Child under 5 years	$387.20	$402.65	Added
Child 5-10 years	$783.20	$809.73	Added
Cremated remains	$248.60	$256.64	Added
Niche to niche	$222.00	$230.09	Added
Mausoleum adult, disinterment & removal from Sault	$1,742.00	$1,800.88	Added
From inground burial to mausoleum	$3,948.00	$4,084.07	Added
Extra charge if not in concrete container	$788.00	$814.16	Added
Extra charge for a container and shipment of a removal from a Sault Ste. Marie cemetery to another location shall be the responsibility of the deceased person's legal representative.			
Double depth disinterments are not permitted.			
Additional Miscellaneous Charges			
Saturday Funeral Surcharge			
Casket	$139.00	$460.18	Added
Cremated remains	$111.00	$314.16	Added
Niche plate (including installation)	$236.00	$296.46	Added
Removal of crypt plate or niche plate from the mausoleum for vase installation or extra engraving	$121.00	$123.89	Added
Removal of niche plate from the columbarium for vase installation or extra engraving	$56.00	$58.41	Added
Mailing of cremains			
Inside Canada (insured)	$90.00	$92.92	Added
To USA (insured)	$108.00	$110.62	Added
Outside Canada or USA (insured)	$235.00	$243.36	Added
Removal of trees or shrubs from lots – per tree	$77.00	$92.92	Added
Transfer fee	$56.00	$58.41	Added
Rental of temporary storage facility (flat rate)	$200.00	$207.96	Added
Monument cleaning	$61.00	$62.83	Added
Tree trimming - per tree	$61.00	$62.83	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
Flat marker less than 1,116.3 sq m (173 sq in)	$0.00	$0.00	
Flat marker over 1,116.3 sq m (173 sq in)	$100.00	$101.77	Added
Upright monument measuring more than 1.22 m (4 ft) or less in height or length, including base	$200.00	$199.12	Added
Upright monument measuring more than 1.22 m (4 ft) either in height or length, including base	$400.00	$398.23	Added
Memorial bench plates	N/A	N/A	Added
Commemorative tree	$555.00	$575.22	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "C"

ENGINEERING DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
SEWER CONNECTIONS			
- 100 mm diameter lateral per connection	$4,483.00	$4,640.00	Exempt
- 150 mm diameter lateral per connection	$4,881.00	$5,050.00	Exempt
- Additional Connection Charges	$2,326.00	$2,405.00	Exempt
- Class A Pavement - Additional Charge	$2,837.00	$2,935.00	Exempt
- Class B Pavement or Surface Treatment- Additional Charge	$2,381.00	$2,465.00	Exempt
- Curb and Gutter - Additional Charge	$1,304.00	$1,350.00	Exempt
- Concrete Sidewalk - Additional Charge	$1,588.00	$1,645.00	Exempt
- Oversized Excavation for Separate Utilities	$2,326.00	$2,405.00	Exempt
- Class A Pavement for Separate Utilities - Additional Charge	$1,707.00	$1,765.00	Exempt
- Class B Pavement for Separate Utilities - Additional Charge	$1,479.00	$1,530.00	Exempt
- Curb and Gutter for Separate Utilities- Additional Charge	$740.00	$765.00	Exempt
- Concrete Sidewalk for Separate Utilities - Additional Charge	$913.00	$945.00	Exempt
- CCTV Mainline Sewer Inspection - per hour	$228.00	$235.00	Included
CULVERTS			
- Single Driveway - per driveway	$3,402.00	$3,520.00	Exempt
- Double Entrance Driveway - per driveway	$5,673.00	$5,870.00	Exempt
Additional Charges			
- Culvert Couplings - per coupling	$283.00	$295.00	Included
- Additional Culvert length - per meter	$1,130.00	$1,170.00	Included
DIGITAL DATA FEES			
- Info Light (Vector) customized to user needs	$109.00	$115.00	Included
- Full data Extract	$283.00	$295.00	Included
- Raster Image	$147.00	$150.00	Included
- Customized Hardcopy/pdf Mapping Products - 11" x 17"	$28.00	$29.00	Included
- Customized Hardcopy/pdf Mapping Products - large format	$55.00	$57.00	Included
- Plan and Profile Drawings - per sheet	$11.00	$11.00	Included
- Lawyer Requests for Sanitary/Lateral Services	$28.00	$29.00	Included
MUNICIPAL CONSENT FEE			
- Permit Application Fee	$55.00	$56.64	Added
PAVEMENT DEGRADATION FEE (cost per square metre of road cut)			
- Roads Reconstructed or Resurfaced in the past 0-10 years	$22.00	$23.01	Added
- Roads Reconstructed or Resurfaced in the past 11-20 years	$16.00	$17.04	Added
- Roads Reconstructed or Resurfaced in the past 21-25 years	$11.00	$11.06	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "D"

PLANNING DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*		*GST/HST Included or Added*
REZONING FEES				
- Official Plan Amendment	$2,420.00	$2,505.00	/amendment	Exempt
- Rezoning Application Fee	$2,420.00	$2,505.00	/application	Exempt
- Combined Official Plan & Rezoning Application	$3,695.00	$3,825.00	/application	Exempt
- Removal of a Holding Provision	$375.00	$390.00	/removal	Exempt
- Subdivision/Condominium Approval Fee	$4,615.00	$4,775.00	/application	Exempt
- Condominium Conversion Fee	$3,575.00	$3,700.00	/application	Exempt
- Site Plan Review (Development Control)	$990.00	$1,025.00	/application	Exempt
- Signs - Minor Amendment	$375.00	$390.00	/sign	Exempt
- Deferred Application	$85.00	$88.00	/application	Exempt
- Deferred Application if new Notice is Required	$355.00	$365.00	/application	Exempt
- Preparation of a Subdivision Agreement	$4,730.00	$4,895.00	/application	Exempt
- Staff Attendance at LPAT Hearings	$590.00	$610.00	/hearing day	Exempt
- Telecommunication Tower Review	$580.00	$600.00	/review	Exempt
- Site Plan amendments	$375.00	$390.00	/application	Exempt
- Patio Agreement Application	$275.00	$285.00	/application	Exempt
COMMITTEE OF ADJUSTMENT FEES				
- Minor Variance Application (Single Unit Residential)	$580.00	$600.00	/application	Exempt
- Minor Variance Application (Multiple Unit <5 RA /R1 Zone)	$805.00	$835.00	/application	Exempt
- All Other Zones	$935.00	$970.00	/application	Exempt
- Fence in All Zones	$465.00	$480.00	/application	Exempt
- Deferred Minor Variance Application	$85.00	$88.00	/application	Exempt
- Consent Application (Base fee)	$675.00	$700.00	/application	Exempt
- Consent Application (Plus per lot/Lot Addition)	$450.00	$465.00	plus per lot	Exempt
- Consent Application (Plus - per easement)	$345.00	$355.00	plus per easement	Exempt
- Final Consent Application	$225.00	$235.00	/deed	Exempt
- Deferred Application Fee - No New Notice	$85.00	$88.00	/application	Exempt
- Deferred Application Fee if New Notice Required	1/2 Application Fee	1/2 Application Fee		Exempt
- Property Standards Appeal Fee				
- Single Residential Unit in any zone	$550.00	$570.00	/application	Exempt
- Less than 5 dwelling units or any other matters in RA and R1 Zones	$805.00	$835.00	/application	Exempt
- All other matters	$935.00	$970.00	/application	Exempt
- Records Retrieval/Decision Search	$85.00	$87.61		Added
- Special Hearing	$560.00 + Application Fee	$560.00 + Application Fee		Exempt
- Appeal (Minister of Finance)	Flat fee established by MOF	Flat fee established by MOF		Exempt
- Appeal (Sault Ste. Marie)	$158.00	$163.72		Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "E"

BUILDING SERVICES DEPARTMENT

1. Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

   Permit fee - SI x A
   Where SI = Service Index for class of proposed work
   A = floor area in m² of work involved

2. A minimum fee of $130.00 shall be charged for all work or if not described below as a Fixed Fee (FF).

3. For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

4. Additional fees for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the fee shall be an additional 25%. Where framing has commenced the fee shall be an additional 50%.

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*Service Index (SI)*	*GST/HST Included or Added*
BUILDING / BY-LAW ENFORCEMENT				
Administration fee (up to $200.00)	$50.00	$49.56	+ HST	Added
Administration fee (over $200.00)	25% of cost	25% of cost	+ HST	Added
Short term rental file review	$129.11	$130.00		Included
Short term rental on-site inspection fee	$129.11	$130.00		Included
New Construction / Alterations and Renovations			$ x 1m² unless otherwise indicated	
Group A – (assembly occupancies)				
School, churches – New Construction	$33.24	$34.00		Exempt
Restaurants – New Construction	$33.24	$34.00		Exempt
All other assembly – New Construction	$33.24	$34.00		Exempt
Alterations and Renovations (includes decks & roof structures)	$9.17	$9.25		Exempt
Air supported structure	$9.17	$9.25		Exempt
Emergency lighting	$358.60	$365.00	ff per storey	Exempt
Fire alarms	$358.60	$365.00	ff per storey	Exempt
Parking garage repairs	$6.34	$6.50		Exempt
Portable classrooms foundations	$9.17	$9.25		Exempt
Residing, re-roofing	$1.11	$1.25		Exempt
Sprinkler, standpipes	$358.60	$365.00	ff plus $0.60/m²	Exempt
Tents - less than 225m2	$129.11	$130.00	ff	Exempt
Tents - greater than 225m2	$430.32	$440.00	ff	Exempt
Window / Door replacement	$5.13	$5.25	/opening + $130.00 ff	Exempt
Group B - (institutional occupancies)				
All types – New Construction	$33.24	$34.00		Exempt
Alterations and Renovations (includes decks & roof structures)	$9.17	$9.25		Exempt
Emergency lighting	$358.60	$365.00	ff per storey	Exempt
Fire alarms	$358.60	$365.00	ff per storey	Exempt
Parking garage repairs	$6.34	$6.50		Exempt
Residing, re-roofing	$1.11	$1.25		Exempt
Sprinkler, standpipes	$358.60	$365.00	ff plus $0.60/m²	Exempt
Window/door replacement	$5.13	$5.25	/opening + $130.00 ff	Exempt
Group C – (residential occupancies)				
Single Dwelling (SFD, townhouse, semi, duplex) – New Construction	$27.35	$28.00		Exempt
Single Dwelling Modular Units – New Construction	$23.88	$24.25		Exempt
All other multiple units – New Construction	$22.01	$22.50		Exempt
Hotels, motels – New Construction	$29.38	$30.00		Exempt
Alterations and Renovations (includes decks & roof structures)	$7.33	$7.50		Exempt
Balcony repairs	$129.11	$130.00	ff + $9.25/unit	Exempt
Basement finishing	$6.50	$6.75		Exempt
Basement new under existing dwelling	$7.33	$7.50		Exempt
Canopy, carport	$13.58	$13.75		Exempt
Emergency lighting	$358.60	$365.00	ff per storey	Exempt
Fire alarms	$358.60	$365.00	ff per storey	Exempt
Foundation water / damp proofing & tile, pools, fencing, residing, reroofing, decks				Exempt
Single Family Dwelling up to a 4 plex (including accessory builings)	$129.11	$130.00	ff	Exempt
All others	$1.11	$1.25	m²	Exempt
Attached garage and accessory buildings	$6.50	$6.75		Exempt
Detached garage	$6.50	$6.75		Exempt
Shed < 25 m2	$129.11	$130.00		Exempt
Sprinkler, standpipes	$358.60	$365.00	ff plus $0.60/m²	Exempt
Window / Door replacement				Exempt
Single Family Dwelling up to a 4 plex (including accessory builings)	$129.11	$130.00	ff	Exempt
All others	$5.13	$5.25	/opening + $130.00 ff	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "E"

BUILDING SERVICES DEPARTMENT

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3. For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

4. Additional fees for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the fee shall be an additional 25%. Where framing has commenced the fee shall be an additional 50%.

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*Service Index (SI)*	*GST/HST Included or Added*
Group D – (business & personal services occupancies)				
Offices and all others – shell only – New Construction	$25.25	$25.75		Exempt
Interior tenant finishing – New Construction	$6.88	$7.00		Exempt
Alterations and Renovations (includes decks & roof structures)	$7.33	$7.50		Exempt
Emergency lighting	$358.60	$365.00	ff per storey	Exempt
Fire alarms	$358.60	$365.00	ff per storey	Exempt
Parking garage repairs	$6.34	$6.50		Exempt
Residing, re-roofing	$1.11	$1.25		Exempt
Sprinkler, standpipes	$358.60	$365.00	ff plus $0.60/m²	Exempt
Window / Door replacement	$5.13	$5.25	/opening + $130.00 ff	Exempt
Group E – (mercantile occupancies)				
Retail store shell, department store, supermarkets, all other Group E – New Construction	$18.94	$19.25		Exempt
Interior tenant finishing	$6.88	$7.00		Exempt
Alterations and Renovations (includes decks & roof structures)	$7.33	$7.50		Exempt
Emergency lighting	$358.60	$365.00	ff per storey	Exempt
Fire alarms	$358.60	$365.00	ff per storey	Exempt
Parking garage repairs	$6.34	$6.50		Exempt
Residing, re-roofing	$1.11	$1.25		Exempt
Sprinkler, standpipes	$358.60	$365.00	ff plus $0.60/m²	Exempt
Window/door replacement	$5.13	$5.25	/opening + $130.00 ff	Exempt
Group F – (industries occupancies)				
Industrial building shell less than 7500 m2 – New Construction	$14.68	$15.00		Exempt
Industrial building shell greater than 7500 m2 – New Construction	$11.93	$12.25		Exempt
Pre Manufactured Personal Storage Buildings (single storey with direct exterior access to each unit - no interior corridors)	$9.17	$9.25		Exempt
Parking garage – New Construction	$9.44	$9.75		Exempt
All other F occupancies – New Construction	$14.68	$15.00		Exempt
Interior tenant finishing	$6.88	$7.00		Exempt
Alterations and Renovations (includes decks & roof structures)	$7.33	$7.50		Exempt
Emergency lighting	$358.60	$365.00	ff per storey	Exempt
Fire alarms	$358.60	$365.00	ff per storey	Exempt
Farm buildings	$6.33	$6.50		Exempt
Industrial Equipment Foundations	1% of construction value	1% of construction value		Exempt
Parking garage repairs	$6.34	$6.50		Exempt
Residing, re-roofing	$1.11	$1.25		Exempt
Sprinkler, standpipes	$358.60	$365.00	ff plus $0.60/m²	Exempt
Window / Door replacement	$5.13	$5.25	/opening + $130.00 ff	Exempt
Demolition				
Single Family Dwelling up to a 4 plex (including accessory builings)	$129.11	$130.00	ff	Exempt
All other Part 9 Buildings (up to 3 storeys and 600 m2)	$275.39	$280.00	ff	Exempt
Part 3 Buildings (greater than 3 storeys or 600 m2)	$129.11	$130.00	ff plus $0.60/m²	Exempt
Designated Structures OBC Subsection 1.3.1.1.				
Crane runway	$1,037.37	$1,060.00	ff/structure	Exempt
Exterior tanks	$1,037.37	$1,060.00	ff/structure	Exempt
Outdoor pool and spa	$34.51	$35.25		Exempt
Wind power towers	$1,037.37	$1,060.00	ff/structure	Exempt
All other structures	$477.35	$485.00	ff/structure	Exempt
Standalone Mechanical				
New ductwork or piping	$21.24	$21.75	per diffuser, radiator, or unit	Exempt
Group C residential Single Family Dwelling (unit and ductwork)	$201.96	$205.00	ff	Exempt
New unit	$201.96	$205.00	/unit	Exempt
Special mechanical system (exhaust hoods, solar panels etc.)	$431.46	$440.00	ff	Exempt
Plumbing & drainage	$19.82	$20.25	/fixture	Exempt
Water Distribution Piping (including fire stopping)	$355.05	$360.00	ff plus $0.60/m²	Exempt
Sewer installation & capping (single residential unit)	$129.11	$130.00	ff	Exempt
Site services (water, sewer servicing for all other buildings) $	$431.46	$440.00	ff	Exempt
Oil interceptor	129.11	130.00	ff	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "E"

BUILDING SERVICES DEPARTMENT

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Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*Service Index (SI)*	*GST/HST Included or Added*
Additional Charges				
Occupancy permit	$22.01	$22.50	ff/unit	Exempt
Conditional permit	10% of applicable building permit fees ($202.30 ff min)	10% of applicable building permit fees ($205.00 ff min)		Exempt
Change of use permit	$440.64	$450.00	ff	Exempt
Foundation for Portable Structures	$9.17	$9.25		Exempt
Permit renewal/transfer	$224.73	$230.00	ff	Exempt
Moving permit	$129.11	$130.00	ff	Exempt
Re-inspection	$129.11	$130.00	ff	Exempt
Sign permit (as regulated by Sign By-Law 2005-166)	$129.11	$130.00	ff each	Exempt
Portable signs	$129.11	$130.00	ff each	Exempt
Culvert as determined by Pubic Works Department				
Curb or sidewalk depression	$129.11	$130.00	ff	Exempt
Certificate of zoning conformity Single Family Dwelling	$129.11	$132.74	ff + HST	Added
Certificate of zoning conformity Other	$129.11	$265.49	ff + HST	Added
File Inquiry and plans inquiry Single Family Dwelling	$129.11	$132.74	/SFD + HST	Added
Other	$129.11	$265.49	/others + HST	Added
Removal of work order (By-Law)	$192.78	$195.00	ff	Exempt
Removal of Order (Building Code)	$192.78	$195.00	ff	Exempt
Liquor License Application - all data provided by applicant	$110.16	$132.74	ff + HST	Added
Liquor License Application - no data provided by applicant	$628.41	$641.59	ff + HST	Added
Alternative Solution Proposal (per application)	$717.20	$730.00	ff	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "F"

FINANCE DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
PENALTIES & INTEREST ON TAXES			
- On the first day after the due date	1.25%/month	1.25%/month	Exempt
- On the first day of each month that the taxes remain unpaid			
- On January 1 of the following year and each month thereafter			
LIBRARY ACCOUNTING FEES			
- Accounting/data processing fees - Library Board	$13,088.00	$13,480.00	Exempt
INTEREST - ACCOUNTS RECEIVABLE			
- On all accounts more than 30 days old	1.25%/month	1.25%/month	Exempt
TAX CERTIFICATES			
- Tax certificate (Certified Statement of Tax Account Status)	$60.00	$65.00	Exempt
TAX ACCOUNT TITLE SEARCHES			
- Title searches for property in arrears	$50.00	$75.00	Exempt
TAX ARREARS NOTICES			
- Fee for each tax arrears notice issued	$5.00	$5.00	Exempt
TAX SEARCHES & CONFIRMATIONS			
- Confirmation - previous years per property per year		$10.00	Exempt
- Multiple tax balances per property (bank searches)		$5.00	Exempt
OFFICIAL PROPERTY TAX RECEIPT/TAX BILL REPRINT			
- Fee for official receipt for income tax purposes (per account/per year)	$10.00	$10.00	Exempt
MULTI PROPERTY TAX STATUS INQUIRY			
- For providing system generated account information for Property Account Managers/Agents and owners with multiple properties (5+) in the form of multiple tax statements or compliled listing (Payment in Advance)	$0.00	$10.00	Exempt
TAX SALE PREPARATION AND REGISTRATION OF CERTIFICATE	$300.00	$300.00	Exempt
TAX SALE TITLE AND SHERIFF'S SEARCH	$150.00	$275.00	Exempt
NOTICE OF REGISTRATION (FARM DEBT NOTICE)	$50.00	$50.00	Exempt
NOTICE OF SALE - FIRST NOTICE/FINAL NOTICE	$50.00	$75.00	Exempt
- Fee is for each notice			
TAX SALE PREPARATION AND REGISTRATION OF CANCELLATION CERTIFICATE	$200.00	$200.00	Exempt
TAX SALE PREPARTATION AND REGISTRATION OF DEED OR VESTING	$200.00	$200.00	Exempt
TAX SALE - ADVERTISING COSTS	$100.00	$225.00	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "F"

FINANCE DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
TAX SALE - PAYMENT INTO COURT	$300.00	$300.00	Exempt
TAX SALE - CONDUCTING TAX SALE	$0.00	$400.00	Exempt
TAX SALE - PAYMENT OF EXCESS OUT OF COURT AFTER 1 YEAR	$300.00	$0.00	Exempt
TAX SALE - PREPARATION OF EXTENSION AGREEMENT	$200.00	$250.00	Exempt
TAX SALE - EXTRACT OF EXTENSION AGREEMENT	$2.00	$2.75	Exempt
- Fee is per page			
PAYROLL GARNISHEE			
- Fee for garnishee of payroll cheque per pay per cheque (where applicable)	$10.00	$10.00	Exempt
NSF CHEQUE FEE			
- Fee for a cheque being returned per cheque	$40.00	$40.00	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "G"

FIRE SERVICES

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
INSPECTION CHARGES			
- File Search	$73.15	$76.11	Added
- Request Inspections	$127.50	$132.74	Added
- Rush Fee - 72 hours or less	$50.00	$51.33	Added
- Short term rental file review and on-site inspection fee	$127.50	$132.74	Added
AIR BOTTLE REFILLS			
- Refill per bottle	$7.15	$7.30	Added
TRAINING			
- Fire Extinquisher Training (30 person maximum)	$124.85	$128.32	Added
BURNING PERMITS			
- New (First) Burning Permit - Valid for 3 years	$79.00	$79.00	Exempt
- Burning Permit - Renewal 4 year	$63.00	$63.00	Exempt
- Burning Permit - Annual	$31.00	$31.00	Exempt
APPROVALS			
- Approvals - Fireworks - Consumer/Family	$81.50	$84.07	Added
- Approvals - Fireworks - Exhibition	$271.70	$283.19	Added
- Rush Fee - 72 hours or less	$50.00	$51.33	Added
COST RECOVERY FEES - current MTO rate will be applied			
Fire Department Specific Response Fees			
Any Cost Recovery Fees as provided for in the Cost Recovery Fire Services By-law and Schedule “G” herein of the City’s User Fee & Service Charges By-law for Fire Services attendance at a property for which the property owner has Fire Department insurance coverage.			
False Alarms			
Nuisance False Alarm Fee, Working on System – Not Notified Alarm Fee, Malicious False Alarm Fee			
Malfunction, System Maintenance - not notified, Malicious			
- 1st Call Recovery Fee - no charge	$0.00	$0.00	
- 2nd Call Recovery Fee - per truck per call	Current MTO rate	Current MTO rate	Added
- 3rd Call Recovery Fee - per truck per call	Current MTO rate	Current MTO rate	Added
- 4 or more calls - # of calls x per truck per call	Current MTO rate	Current MTO rate	Added
Natural Gas Leaks - caused by no locate			
- per truck per call	Current MTO rate	Current MTO rate	Added
Grow Operation/ Clandestine Labs			
Compliance Inspection Fee and any Fees/Expenses set out Section 8 of City’s Cost Recovery By-Law Fire Services, as amended			
- per truck per call	Current MTO rate	Current MTO rate	Added
- plus any additional costs incurred			Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "G"

FIRE SERVICES

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
Miscellaneous			
Indemnification Technology		Recovery as per Indemnification Technology (Fire Marque)	Added
All Cost Recovery Fees are subject to an Administration Fee - 10% of costs billed.			

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "H"

LEGAL DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*		*GST/HST Included or Added*	*By-Law or Resolution Reference*
RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS					
S. & T. Electrical Contractors Limited (AG39)	$200.00	$200.00	/month	Added	2013-104
Lyon's Building Centre (Lyons Avenue & Wellington) (L-14)	$85.00	$85.00	/month	Added	3807
Hydro One (AG38)	$250.00	$250.00	/year	Added	Resolution
Rogers - 363 Second Line West (at Third Avenue) (AG79)	$833.33	$833.33	/month	Added	2009-203
72 Tancred Street (DSSAB) - subject to CPI	$2,713.83	$2,713.83	/month	Added	2023-065
Part 65 Old Garden River Road (DSSAB) (AG74) - subject to CPI	$161,016.50	$161,016.50	/year	Added	2019-170
Part 65 Old Garden River Road (Sault Area Hospital) (AG69) - subject to CPI	$85,570.32	$87,425.28	/year	Added	2008-32
Bell Mobility Cathcart Street - West Street (AG67)	$6,800.00	$6,800.00	/year	Added	2007-24
Bell Mobility Part 57 Des Chenes Drive (AG131)	$5,500.00	$5,500.00	/year	Added	2014-32
Bell Mobility - Site W3952 - GFL Memorial Gardens (AG145)	$3,500.00	$3,500.00	/year	Added	2015-182
Bell Mobility - Pine Street	$6,100.00	$6,100.00	/year	Added	2022-172
Rogers Communications Inc. - 638 Cathcart Street (AG132)	$770.00	$770.00	/month	Added	2014-58
POA rent - Civic Centre	$4,714.50	$4,714.50	/month	Added	No agreement
Sault Ste. Marie Innovation Centre rent - Civic Centre	$6,265.39	$6,265.39	/month	Added	Agreement
Superior 7 Signs - 331 Queen Street East (AG65)	$900.00	$900.00	/year	Added	Agreement
Algo Signs - 723 Great Northern Road (2 signs) (AG48)	$2,400.00	$2,400.00	/year	Added	2001-195
Superior 7 Advertising Ltd. - Sign - Lake Street (AG50)	$950.00	$950.00	/year	Added	2002-80
Sault Ste. Marie Model Aircraft Radio Control Club (AG73)	$400.00	$400.00	/year	Added	2018-31
Kevin Belsito (AG150)	$500.00	$500.00	/year	Added	2015-133
ANNUAL ENCROACHMENTS					
Kelly - Cuglietta Retail Inc. (274 North Street)	$25.00	$25.00	/year	Added	4263
Lyon's Building - 625 Queen Street East (Feifel, Marta Rose)	$25.00	$25.00	/year	Added	3945
Cambrian Nissan - 460-468 Pim Street	$25.00	$25.00	/year	Added	83-265
Flomor Automotive - 53,59 Great Northern Road & 7 Champlain	$25.00	$25.00	/year	Added	
Skyline Retail Real Estate Holdings Inc. - 31 Trunk Road (EN)	$100.00	$100.00	/year	Added	2018-141
Gugula, Smedley, Barban (123 East Street)	$25.00	$25.00	/year	Added	77-335
Pozzo, Doreen Elizabeth (2 Strand Avenue)	$20.00	$20.00	/year	Added	3685
Dusanjh, Manjit and Gurwinder & Jaswinder (622 Albert Street West)	$50.00	$50.00	/year	Added	
LICENCE AGREEMENTS					
Perkovich, Jo-Anne - 1784 Queen Street East	$100.00	$100.00	/year	Included	2021-19
Edwards, Stephen - 1354 Queen Street East - retaining wall	$100.00	$100.00	/year	Included	2021-19
CIVIC CENTRE - MEETING ROOMS (Full Day)					
Council Chambers	$283.00	$285.00	/day	Included	
Russ Ramsay Board Room	$112.00	$110.00	/day	Included	
Biggings Meeting Room	$112.00	$110.00	/day	Included	
Thompson Meeting Room	$112.00	$110.00	/day	Included	
Plummer Meeting Room	$56.00	$56.00	/day	Included	
Korah Meeting Room	$56.00	$56.00	/day	Included	
Tarentorus Meeting Room	$56.00	$56.00	/day	Included	
Steelton Meeting Room	$56.00	$56.00	/day	Included	

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2023-183 - Schedule "I"

PUBLIC WORKS DEPARTMENT

Services Offered	*2023 Current Fee*	*2024 Proposed Fee*	*GST/HST Included or Added*
SEWER RODDING			
- Calls during regular hours	$166.18	$172.57	Added
- Calls outside regular hours	$333.31	$345.13	Added
- CCTV Lateral Inspection	$238.43	$245.00	Included
LANDFILL FEES (established by by-law 2003-140)			
- Tipping Fee per tonne	$77.00	$77.00	Exempt
- Gate Fee	$11.00	$11.00	Exempt
- Out of town (Prince/Rankin) Tipping Fee per tonne	$100.00	$100.00	Exempt
- Asbestos per bag following MOE Regulations (up to 4 bags)	$50.00	$50.00	Exempt
- Asbestos bulk load - MOE Regulations per tonne after 4 bags	$200.00	$200.00	Exempt
- Bio-Medical Waste per tonne per MOE Guideline	$200.00	$200.00	Exempt
- Refrigerator/Freezer Disposal (untagged)	$25.00	$25.00	Exempt
- Non Hazardous Industrial Solid Waste (for cover material)	$38.50	$38.50	Exempt
- Non Hazardous Industrial Solid Waste (non useable)	$77.00	$77.00	Exempt
- Residential pick up excess bag tag	$2.00	$2.00	Exempt
- Absestos processing flat fee for bulk load (after 4 bags) Commercial	$150.00	$150.00	Exempt
- Container Washing (pressure washer not supplied)	$65.00	$65.00	Exempt
- 240 Litre Waste Cart Replacement Purchase (65 gallon) delivery NOT included	$95.00	$95.00	Exempt
- 360 Litre Waste Cart Replacement Purchase (95 gallon) delivery NOT included	$110.00	$110.00	Exempt

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-193

PROPERTY SALE: A by-law to declare the City owned property legally described as PIN 31578-0049(LT) PT LT 6 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S AS IN T434356; T/W T434356; SAULT STE. MARIE being civic 193 James Street as surplus to the City's needs and to authorize the disposition of the said property to James St. Co. Limited (Alan Spadoni) or as otherwise directed.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to James St. Co. Limited (Alan Spadoni) or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of December, 2023.

MAYOR MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

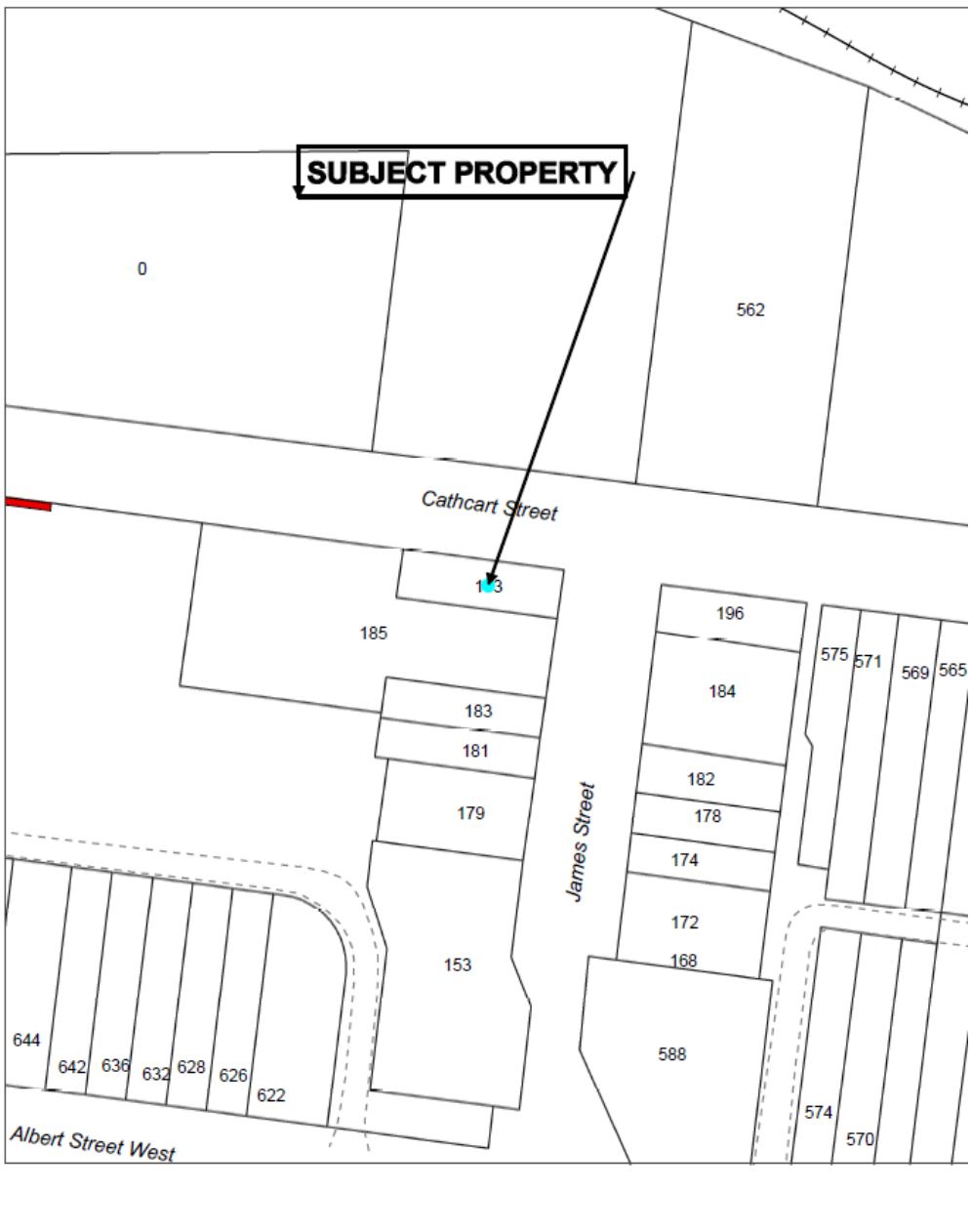
lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-193 Surplus Sale 193 James Street.docx

SCHEDULE "A" TO BY-LAW 2023-193

PURCHASER: James St. Co. Limited (Alan Spadoni)

LEGAL DESCRIPTION: PIN: 31578-0049 (LT)
PT LT 6 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S AS IN T434356; T/W T434356; SAULT STE. MARIE

CONSIDERATION: EIGHT THOUSAND FIVE HUNDRED ($8,500) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-194

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and the Watch Tower Bible and Tract Society of Canada (Watchtower) for the Watchtower Convention 2024.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 31, 2023 between the City and the Watch Tower Bible and Tract Society of Canada (Watchtower), a copy of which is attached as Schedule "A" hereto. This Agreement is for the Watchtower Convention 2024.

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 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-194 Watch Tower Bible and Tract Society of Canada (Watchtower).docx

EVENT# 24-ON-SSM

This AGREEMENT made and entered into this 31st day of October, 2023 (the “Effective Date”)

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6
Phone: 705-759-2500, Email: r.sntamaria@cityssm.on.ca

(hereinafter “Lessor”)

and

WATCH TOWER BIBLE AND TRACT SOCIETY OF CANADA
13893 HWY 7, Georgetown, Ontario, L7G 4S4
Phone: 905-873-4100; jwes.ca@jw.org

(hereinafter “Lessee”)

Lessor agrees to lease the premises known as GFL Memorial Gardens municipally located at 269 Queen Street East, Sault Ste. Marie, Ontario P6A 1Y9 (hereinafter “the Premises”), to Lessee for its Christian convention.

This AGREEMENT is comprised of the following documents:

1) This page (hereinafter “Signature Page”);
2) Schedule A – Rental Structure and Payment Schedule;
3) Schedule B – Terms and Conditions;
4) Schedule C – Space Plan;
5) Schedule D – Parking Plan

These documents are collectively the “Agreement”.

The Lessor and Lessee hereby acknowledge having read all pages of this Agreement and agree to be bound by all covenants, agreements, terms and conditions in the Agreement. By signing below, and for the payment structure specified in Schedule A, the Lessee shall be permitted to use and occupy the Premises pursuant to this Agreement. This Agreement shall become a binding contract as of the Effective Date. The Lessor shall promptly return a signed copy of this Signature Page to the Watch Tower Bible and Tract Society of Canada’s representative.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto, the day and year first above written.

Witness for Lessor:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE – Lessor

_____ By: _____

Title: _____

Witness for Lessee:

Watch Tower Bible and Tract Society of Canada – Lessee

_____ _____

David Zollner Rodney Jung, Director

SCHEDULE A – Rental Structure and Payment Schedule

FACILITY NAME:	GFL Memorial Gardens
FACILITY CITY:	Sault Ste Marie, ON

A.1 Event Information

EVENT DATE	DESCRIPTION	TIME	PEAK ATTENDANCE	EVENT FEE ($)
13-06-24	Load in	06:00-23:00		$00.00
14-06-24	Event		2,800	$3,000.00
15-06-24	Event		2,800	$3,000.00
16-06-24	Event	Until 23:59	2,800	$3,000.00
	Staff			$500.00
	Audio & Video			$2,500.00

A.2 Event Rental Fee and Deposit Amount

DESCRIPTION	AMOUNT ($)	TAXES ($)	TOTAL AMOUNT ($)
Total all-inclusive rental fee (due within 7 days after event)	$12,000.00	$1,560.00	$13,560.00

A.3 Lessor Equipment and Services Included

DESCRIPTION	COMMENTS
FACILITY	
SEATING	
Fixed seating	3,840
Portable seating	1,000
Accessible seating	
BUILDING – as outlined on Schedule C – Space Plan	
Arena Venue, Offices, Seating, Event Level, Concourses, Auxiliary Rooms	Included
Access to Venue During Load-in and Event	Load-in access on Thursday morning
Use and operation of passenger and freight elevators	Included
Trailer Height Loading Docks	Included
Ground Level Loading Docks	

Lessor Initials: _____

CONSUMABLES/ UTILITIES	
Air Conditioning & Heating	Included
Soap, Toilet Paper, Paper Towels, Garbage bags	Included
Cleaning Chemicals	Included
Venue Wide Internet and LAN Internet Connections	Included
Hot & Cold Water Access and Drainage (baptismal pool)	Included
LESSOR EQUIPMENT	
Carpet Runners	Included
Crowd Control Barriers/Stanchions	Included
Elevation device Pallet Jacks/Pump Trucks	Included
Folding Tables 30"x 72"	Included
Folding Tables 30"x 60"	Included
Forklift	Included
Garbage Disposal	Included
Pipe and Drape	Included
Stage	Included
Total Cost for Section	$9,000.00
STAFF / SERVICES LIAISON	
Event/Venue Liaison	
Venue Security for internal/external disruptions	
Venue AV Technician	Included - Contracted services – EchoTech Technology
Total Cost for Section	$500.00
AUDIO & VIDEO	
House Video and Sound Connections	Included
Digital Halos & Banners	N/A
Exterior Digital Signage	Included
Hi-Def Scoreboard	Included (4-day rental use at $500 per day)
Venue Inter-connectivity	Included
Show Power Requirement of 280V 100A 3PH	$500.00 ESA Permit for baptismal hookup
Total Cost for Section	$2,500.00
PARKING - as outlined on Schedule D – Parking Plan	
Exterior Parking	All available parking spaces included
Interior Parking	
Accessible Parking	
Total Cost for Section	$0.00

Lessor Initials: _____

SCHEDULE B – Terms and Conditions

The terms of this AGREEMENT are as follows:

Purpose and Exclusive Use:

1. The purpose of this lease is for the Lessee to hold a Christian convention for worship (hereinafter “event”) at the Premises for the agreed upon dates as outlined in Schedule A.1. Each event runs from Friday through Sunday, together with load-in and load-out as specified in this agreement. Lessor agrees that no other events will be scheduled in the main arena and those rooms mutually agreed upon for use (See "Schedule C" - Space Plan IF APPLICABLE) during the entirety of the contract period of Lessee’s event.
2. It is hereby agreed that the formal program conducted by or under the sponsorship of Lessee on the Premises will be of a religious nature and open to the public. Lessee’s religious education program will use and present its own copyrighted material. The program includes, but is not limited to the following: songs, talks and religious education videos. There are no paid performers or speakers, no paid workers, no tickets, and no admission charge. The said formal program will run for a period of three (3) consecutive days. Each day will consist of forenoon and afternoon sessions.
3. It is hereby agreed that the Premises included in this agreement shall be made open and available by Lessor to Lessee and its volunteers and delegates attending the event(s) at all times on the dates covered by this agreement.
4. The Lessor agrees to accommodate the maximum estimated attendance for the event(s) as outlined in Schedule A.1.

Rental Fee and Deposit:

5. The total all-inclusive rental fee and deposit amount(s) for the event(s) are outlined in Schedule A.2.
6. On execution of this Agreement, Lessee agrees to pay the rental fee and deposit(s) as outlined in Schedule A.2. Receipt of payments will be acknowledged by Lessor. There will be no additional charges to Lessee unless Lessee requests additional equipment or services.

Lessor Equipment and Services included:

7. Lessor agrees to provide the equipment and services listed in Schedule A.3 without additional charge.
8. Lessor will provide the office space, all available folding tables, fixed seating, portable chairs (event level seating and departments), and all parking controlled by Lessor (See "Schedule D" - Parking Plan IF APPLICABLE) without additional charge (excluding parking control and parking attendants).
9. Lessor grants permission to Lessee to use all of its base services including, but not limited to, its WIFI and sewer system during Lessee’s event(s) and shall

Lessor Initials: _____

furnish Lessee with all utilities available at the Premises, including water, electricity, sufficient lighting, gas, air conditioning and/or heat, if any, without additional charge.

10. Lessee may make temporary connections to Lessor's utilities for its use at the event(s) without additional charge, providing they are removed by the Lessee at the conclusion of the event(s).

11. Lessor hereby agrees to provide Lessee with all cleaning and disinfectant products, restroom supplies, including paper goods, and further agrees to provide for disposal and/or removal of all trash generated during the course of the event(s) without additional charge.

Load-in and Load-out:

12. Lessee is hereby granted load-in as outlined in Schedule A.1 at no charge for setting up Lessee's equipment and other preparatory work for the event(s) including a detailed cleaning of the leased areas of the Premises. Lessee shall have until 11:59 p.m. of the last day of the event for the removing of Lessee's equipment, as well as for cleaning the Premises.

Lessee's Equipment and Services:

13. Lessee's qualified audio/video broadcast personnel team may (a) augment the house audio/video/broadcast equipment with its own portable head-in equipment, or (b) set-up and operate entirely its own portable audio/video and broadcast systems. Lessee's personnel volunteer their skills and services and will work together with Lessor's personnel to ensure that any such equipment, line-level feeds, and operation meet Lessor's reasonable standards at the Premises. The Lessor's house audio/video/broadcast/scoreboard equipment and personnel are included in the total rental fee outlined in Point 5.

14. Lessee is granted the privilege to distribute on and about the rented Premises, free of charge, through its volunteers, assembly programs and other materials, as an integral part of its worship and convention proceedings.

15. Lessee may record by means of audio, video, and/or digital recording, and may broadcast any or all of its program from the Premises or otherwise over radio, television, and/or internet without cost to Lessee, since public service time is used and Lessee receives no revenue therefrom; and may advertise the holding of the event in the magazines The Watchtower and Awake!, and in other reputable electronic or print media.

16. Lessee is granted the right to identify activities which shall exclusively be performed by qualified Jehovah's Witnesses and which shall not be subject to the jurisdiction of any collective agreement and/or union assistance or involvement. Lessor agrees that Lessee's personnel may perform all services during Lessee's event. Such work will be cared for by personnel who are qualified to perform such services, and include but are not limited to:

a. Unloading/loading
b. Drayage
c. Attendants/ushers

Lessor Initials: _____

d. Cleaners
e. Stagehands
f. Watchmen
g. First aid personnel
h. Audio/video and broadcast technicians
i. Any other function necessary for Lessee's event

17. Lessee may use signs inside and outside the Premises of such size and content as Lessee deems necessary for the purpose of properly and adequately operating the event(s) and identifying and advertising same. The manner and location of such sign placement is to be determined by the Lessee with the approval of the Lessor, which approval will not be unreasonably withheld. Lessee's qualified personnel will insure that all sign placement and removal will not mar or deface the Premises.

Concessions, Food and Beverage:

18. Neither the Lessor, Lessee, nor any third party will open or sell concession items on or about the Premises during the Lessee's event or serve said items to Lessee's attendees. Lessee's attendees may bring their own food and beverage into the Premises.

Lost and Found:

19. Lessee shall have the sole and exclusive right to the care, custody, and control of all lost and found items during the course of its use of the Premises. Lessor will notify Lessee of any remaining items that have been overlooked after load-out and grant Lessee seven (7) days after notice by Lessor to Lessee for removal of said items before Lessor disposes of them.

Contribution Boxes and Credit/Debit Terminals:

20. Lessee may put portable voluntary contribution boxes and debit/credit card machines within and about the Premises for the receiving of freewill offerings and have the exclusive care, custody, and control of any moneys received.

Liability, Indemnification, Hold Harmless, Insurance:

21. Lessee agrees to keep the Premises in a clean and sanitary condition by the use of its personnel during its occupancy and will leave the Premises in substantially the same condition as when delivered to Lessee, normal wear and tear excepted. Lessee agrees that if the Premises or any equipment, furnishings or fixtures therein are damaged by the negligent act or omission of the Lessee, Lessee will repair such damage or replace such equipment, furnishings or fixtures, using its own qualified personnel, to the satisfaction of Lessor. Lessor agrees to provide Lessee during load-in and load-out all the necessary cleaning supplies as regularly used by Lessor at no cost to Lessee.

22. Lessee agrees to comply with all national, provincial, and local laws to the extent that they are applicable and do not conflict with constitutional law.

Lessor Initials: _____

23. Lessee will defend, hold harmless and indemnify Lessor and its officers, employees, representatives, agents or assigns, from and against any and all actions, damages, claims, demands, losses, judgments, penalties, costs and expenses, including, any fees and/or costs reasonably incurred by Lessor in enforcing this provision, including reasonable attorney's fees, to the extent such liabilities are caused by negligent acts, omissions or willful misconduct of Lessee, its personnel, attendees, representatives, agents or assigns, during the term of this agreement. Lessor will defend and hold harmless and indemnify Lessee and its officers, personnel, attendees, representatives, agents or assigns, from and against any and all actions, damages, claims, demands, losses, judgments, penalties, costs and expenses, including any fees and/or costs reasonably incurred by Lessee in enforcing this provision, including reasonable attorney's fees, to the extent such liabilities are caused by the negligent acts, omissions or willful misconduct of Lessor, its officers, employees, representatives, agents or assigns, during the term of this agreement. Lessee's indemnification herein does not include claims that are caused by latent defects of the Premises, which were not observed by Lessee on visual inspection.

24. At least two weeks before the event, Lessee agrees to provide Lessor, at Lessee's expense, a certificate of public liability insurance naming the Lessor as an additional insured, issued by a reputable casualty insurance company, with bodily injury liability limits of $5,000,000 for any one injury and $5,000,000 for any one accident and $5,000,000 property damage liability. Such additional insurance coverage is limited to injury to persons or damage to property caused by the negligent acts or omissions of Lessee, its officers, personnel, attendees, representatives, agents or assigns during the term of this agreement and will not cover injury to persons or damage to property which is caused by the negligent acts, omissions or willful misconduct of Lessor, its officers, employees, representatives, agents or assigns, nor that of any third party.

Force Majeure:

25. If by reason of fire, action of the elements, catastrophe, public health emergency, or any force majeure occurrence, the condition of the Premises has been compromised to the extent that Lessee's ability to hold its event at the Premises is no longer reasonably suitable, Lessor and Lessee will work together to accommodate the event on another mutually agreeable date. If a suitable alternate date cannot be arranged, the event at the Premises shall for said reason(s) be cancelled. Cancellation shall be effected by either party delivering to the other party written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is cancelled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor, or (if cancellation occurs after the event has started) a pro-rata portion of the total rent paid based upon usage of the Premises to cancellation. Upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

26. In addition to the immediately preceding paragraph, if, at any time within four (4) months of the start date of the event, any governmental agency recommends, mandates or legislates limits on the number of people that may gather together publicly for any

Lessor Initials: _____

reason, the parties agree to work together to accommodate the event on another mutually agreeable date. If, within two (2) months of the event, a mutually agreeable alternate date cannot be arranged, or the limits of the size of public gatherings (whether recommended, mandated or legislated) have not been lifted by governmental authority to a size sufficient to accommodate the event, then the event shall be cancelled. Cancellation shall be effected by either party delivering to the other party written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is canceled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor and upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

27. Furthermore, and in any event, the Lessee may cancel or delay holding the event at any moment prior to the event being held should the Lessee, in its sole discretion, determine that a pandemic or any other public health emergency makes it unsafe to hold an in-person event. Cancellation shall be effected by Lessee to the Lessor written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is canceled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor and upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

Miscellaneous:

28. This agreement shall be interpreted in accordance with the laws of the province of Ontario.

29. THIS AGREEMENT shall bind the parties hereto, their successors and assigns, heirs, executors and administrators.

30. Paragraphs 23 (Indemnity) and 24 (Insurance) shall survive the termination date of this Agreement.

31. If any clause in this agreement shall be decided by a court of law to be void, then such decision shall not render the whole contract void but, rather, such void clause shall be deemed to be severed from the agreement, and the remainder of the agreement shall otherwise remain in full force and effect.

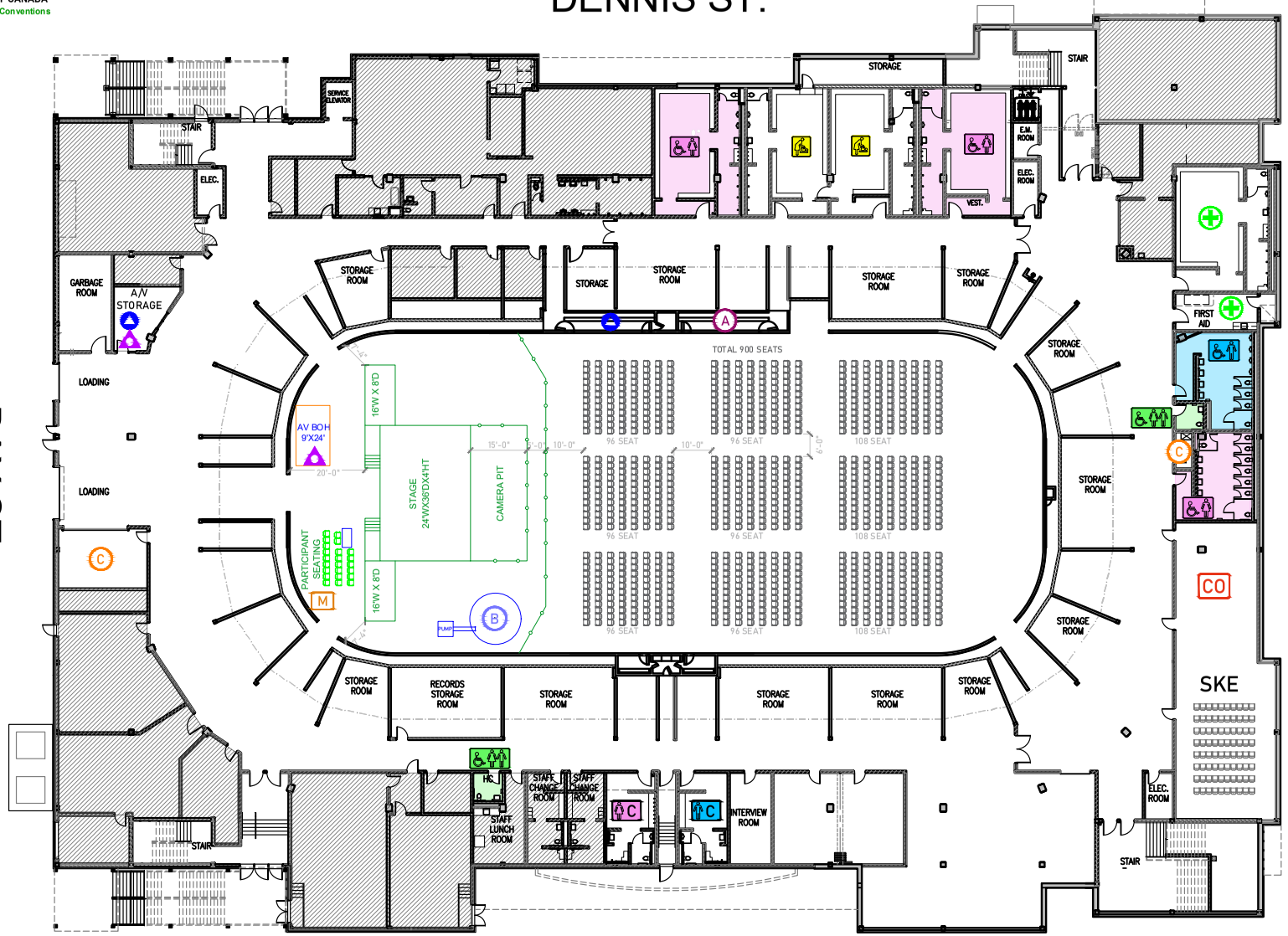
32. The headings in this agreement are for reference only, and do not constitute part of the agreement.

33. This Agreement may be executed in counterparts, by facsimile or electronic signature.

Lessor Initials: _____

WATCH TOWER
BIBLE AND TRACT SOCIETY OF CANADA
Sponsoring Jehovah's Witnesses Conventions

DENNIS ST.



BAY ST.

QUEEN ST E.

LEGEND

- NO ACCESS
- MENS WASHROOM
- WOMENS WASHROOM
- ELEVATOR
- B BAPTISM POOL

RON FRANCIS WY.

EVENT LEVEL

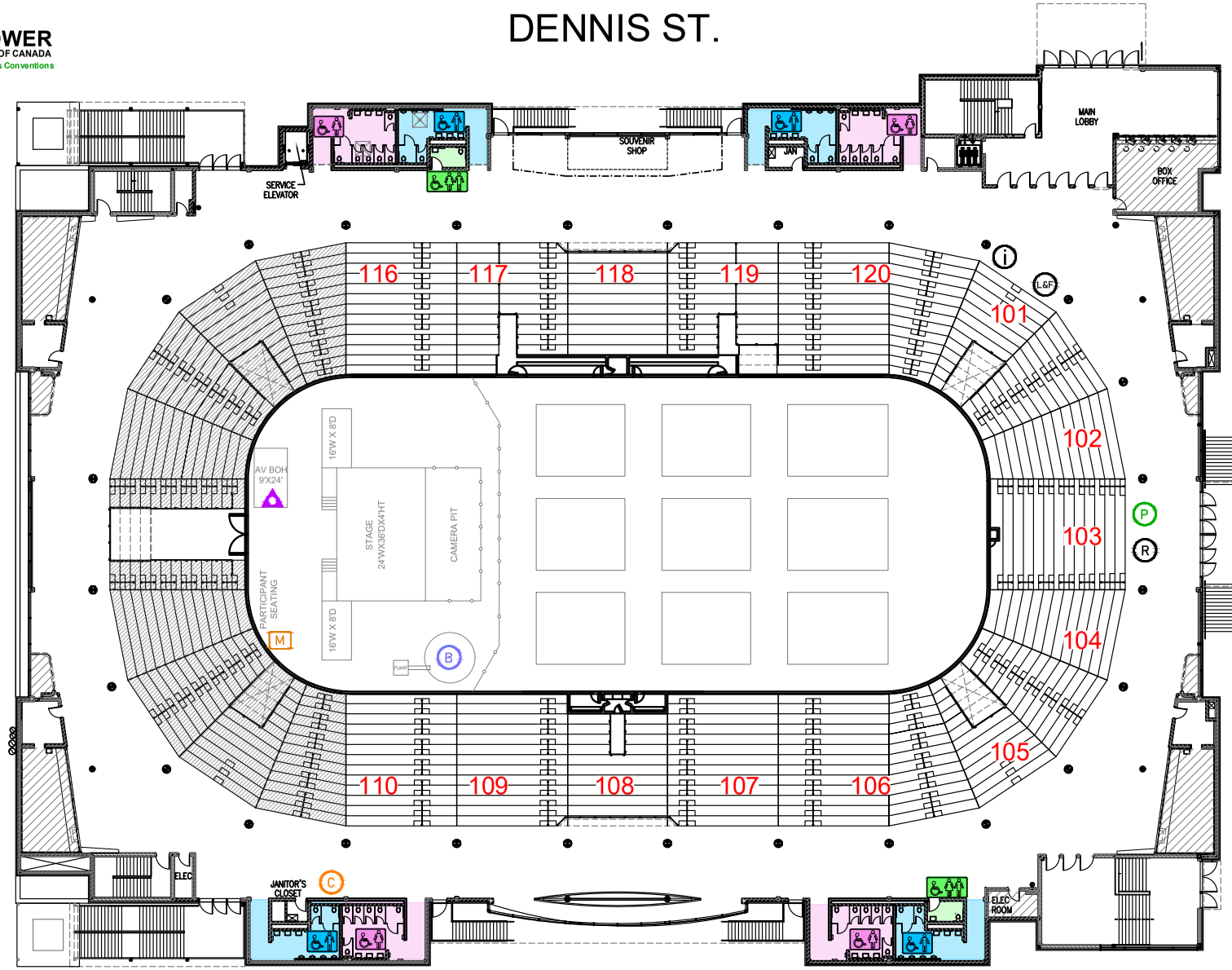
GFL MEMORIAL GARDENS- SAULT STE. MARIE, ON - 2024

PLOT DATE: 2023-10-31

SCHEDULE C | SPACE PLAN

WATCH TOWER
BIBLE AND TRACT SOCIETY OF CANADA
Sponsoring Jehovah's Witnesses Conventions

DENNIS ST.



LEGEND
- NO ACCESS
- MENS WASHROOM
- WOMENS WASHROOM
- ELEVATOR
- BAPTISM POOL

BAY ST.

QUEEN ST E.

RON FRANCIS WY.

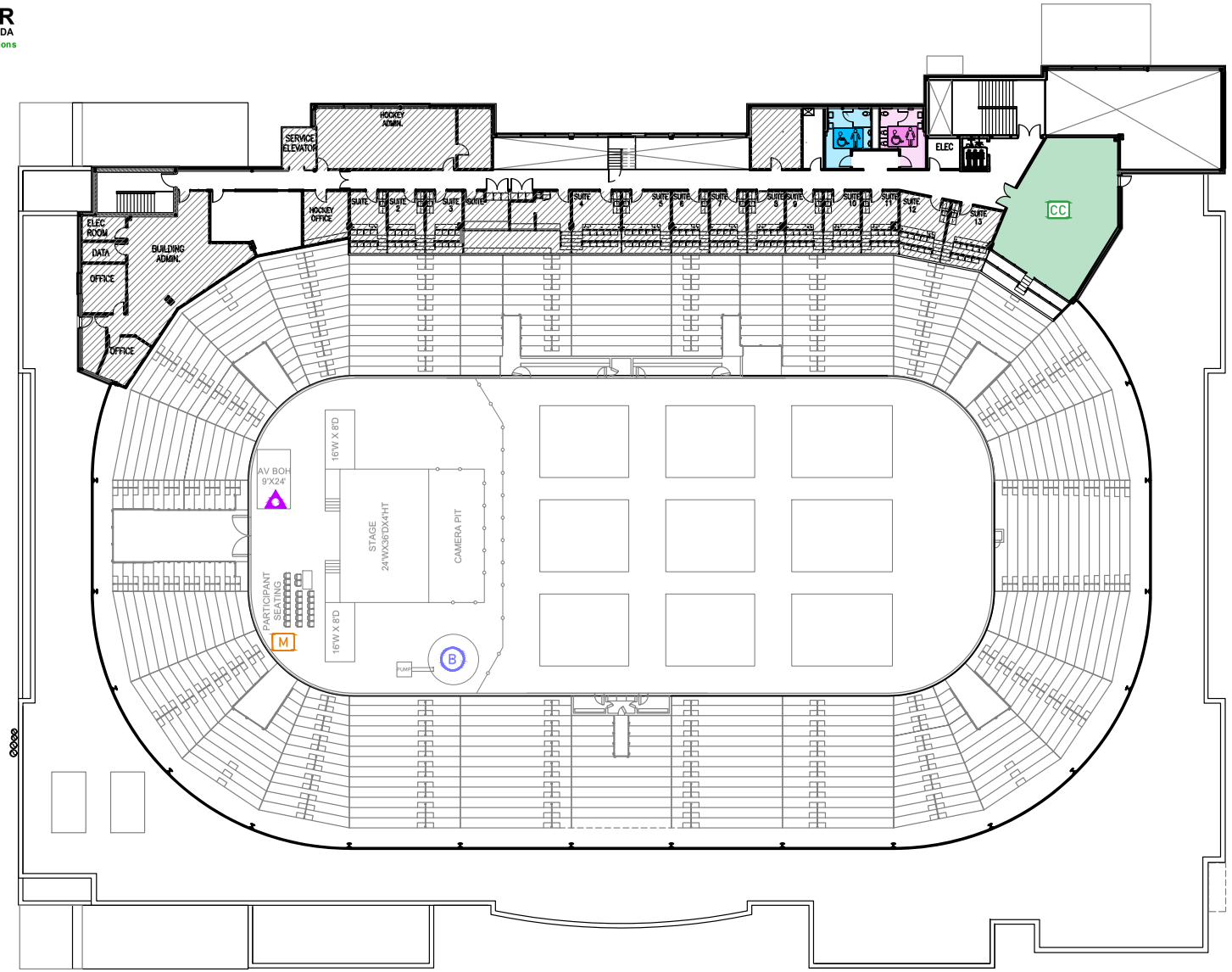
CONCOURSER LEVEL

GFL MEMORIAL GARDENS- SAULT STE. MARIE, ON - 2024

PLOT DATE: 2023-10-31

SCHEDULE C | SPACE PLAN

WATCH TOWER
BIBLE AND TRACT SOCIETY OF CANADA
Sponsoring Jehovah's Witnesses Conventions



LEGEND

- NO ACCESS
- MENS WASHROOM
- WOMENS WASHROOM
- ELEVATOR

SUITES LEVEL

GFL MEMORIAL GARDENS- SAULT STE. MARIE, ON - 2024

PLOT DATE: 2023-10-31

SCHEDULE C | SPACE PLAN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-195

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D for a one (1) year renewal to provide fire protection services for THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated November 20, 2023 between the City and THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D, a copy of which is attached as Schedule “A” hereto. This Agreement is for operational and capital requirements for a one (1) year renewal to provide fire protection services for THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D.

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 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-195 Batchewana First Nation Rankin Reserve Fire Protection.docx

THIS AGREEMENT made in duplicate this 20th day of November, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "City")

OF THE FIRST PART

-AND-

THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D

(hereinafter called the "First Nation")

OF THE SECOND PART

WHEREAS the Council for the First Nation of Ojibways desires to provide fire protection to the First Nation; and

WHEREAS the City operates a Fire Service;

AND WHEREAS the First Nation and City entered into an Agreement dated January 1, 2019 whereby the City provided specific Fire Protection Services as set out in the Agreement to the First Nation;

AND WHEREAS the First Nation has requested that the City continue to provide such Fire Protection Services an additional one (1) year term, and the City is agreeable to same;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

FIRE PROTECTION

1. (a) The Fire Department agrees that it shall answer fire alarms including medical assist and carbon monoxide calls from the First Nation.

(b) The Fire Department shall answer alarms for brush and/or bush fires only when nearby structures are endangered and providing that reasonable physical access can be gained to such fires by the City's Fire Department vehicles.

(c) Subject to Clause 1(a), the Fire Department agrees to respond to alarms for fires on CP Rail property if the fire endangers First Nation lands.

2. The City agrees to respond to fire alarms from the First Nation in a manner appropriate to the circumstances, subject to availability of City resources.

COSTS

3. (a) The First Nation covenants and agrees to pay to the City for alarms answered on First Nation property for the period commencing January 1, 2024 and ending December 31, 2024, an amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Department for 2023 multiplied by 95%. Payment shall be made by the First Nation to the City on a monthly basis throughout the Term, within thirty (30) days following receipt of an invoice from the City.

(b) For the purposes of this Agreement, the per capita costs of operating the City shall be calculated by taking the approved City's Operating Budget for Fire Services for the year 2023, divided by the population of the City.

(c) For the purposes of this Agreement, the population calculations shall be based on the population of the City as supplied by the Regional Assessment Office for the year 2023, and for the First Nation, the on-reserve population figure as supplied by the Department of Indian and Northern Affairs Canada for the year 2023.

INDEMNITY

4. The First Nation will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the First Nation under the provisions of this contract.

TERMINATION

5. (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least six (6) months written notice of its intention to terminate.

(b) Unless terminated earlier or in accordance with Clause 5(a), this Agreement shall terminate on December 31, 2024. The parties agree that the "Indemnity" provision set out in Section 4 and the obligation to pay Costs as set out in Section 3 shall survive the termination of this Agreement. If the First Nation wants to extend this Agreement beyond the said date, the First Nation shall give the City at least ninety (90) days' written notice of its intention to renegotiate a new Agreement.

6. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNEESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE COUNCIL FOR THE BATCHEWANA FIRST NATION OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-196

STREETS: A by-law to re-adopt Official Street Names List.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 11 of the *Municipal Act, 2001,* S.O. 2001, c. 25 **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 2023-196**

   Schedule "A" to this by-law is the Official List of Street Names for The Corporation of the City of Sault Ste. Marie.

2. **BY-LAW 2021-43 REPEALED**

   By-law 2021-43 is hereby repealed.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of December, 2023.

_____
MAYOR – MATTHEW SHOEMAKER

_____
CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-196 OFFICIAL STREET NAMES.DOC

OFFICIAL STREET NAMES LIST

SCHEDULE "A" to BY-LAW 2023-196

LAST REVISED: December 11, 2023

DATE PRINTED: December 11, 2023

Official Street Name	Map Location Index
A	
Abbott Street	M7
Adelaide Street	L6
Adeline Avenue	P6
Admiral Drive	J5
Adrian Drive	P7
Airport Road	E7
Alagash Drive	F10
Albert Street East	M7
Albert Street West	L7
Alberta Avenue	M7
Albion Street	N7
Alden Road	J5
Alexandra Street	L7
Alfred Street	K5
Algoma Avenue	M7
Allard Street	N6
Allen Street	L7
Allen's Side Road	I5
Alpine Street	J5
Alworth Place	N7
Amber Street	P7
Amherst Street	J5
Amy Avenue	P6
Anderson Road	I5
Andrew Street	L7
Angelina Avenue	O7
Anich Road	J3
Anita Boulevard	M6
Anna Street	P6
Appaloosa Avenue	I5
Arabian Court	I5
Arbor Drive	J5
Arcade Street	J5
Arden Street	J5
Argyle Road	N8
Arizona Avenue	O7
Aronson Drive	L3
Arthur Street	O8
Ascot Avenue	J5
Ashgrove Avenue	P7
Asquith Street	J6
Assunta Drive	J5
Atlantic Street	M7
Atlas Street	O8
Atwater Street	J5
Aubin Road	I3
Autumn Drive	P7
Avery Road	I4
Avon Avenue	J5
B	
Backcountry Court	N3
Bainbridge Street	L6
Balsam Lane	L4
Barber Boulevard	P8
Barrett Street	L5
Barton Street	G8
Base Line	J6
Base Line A	H7
Bay Road	Q7
Bay Street	M8
Bay Street West	L7
Beatrice Street	M7
Beaumont Avenue	L4
Beech Street	M6
Bell Avenue	M8
Bellevue Avenue	M7
Bennett Boulevard	O8
Beverley Street	L7
Biggings Avenue	M8
Bingham Street	M7
Birch Street	M7
Birchland Court	N7
Birchwood Street	P8
Birkshire Place	N4
Bishop's Court	N8
Bitonti Crescent	L5
Black Road	O7
Blake Avenue	M7
Bloor Street West	L6
Blucher Street	L7
Blue Jay Court	N6
Bluffs Drive East	K3
Bluffs Drive West	K3
Boehmer Boulevard	N6
Bonney Street	K6
Borden Avenue	J6
Borron Avenue	M7
Boston Avenue	N7

Boundary Road	P7
Bowker Street	P7
Boydell Place	L6
Breton Road	N7
Bridlepath Court	N5
Brien Avenue	N7
Bristol Place	P7
Broad Street	P7
Broadview Drive	J5
Brock Street	M7
Brookfield Avenue	J6
Broos Road	I5
Brown Street	L7
Bruce Street	M7
Brule Road	K3
Brunswick Avenue	K5
Burton Road	O7
Bush Street	L6
Byrne Avenue	L6
C	
Cabot Crescent	M5
Caddy Avenue	O8
Caesar Road	O7
Caledon Street	N6
Cambridge Place	O7
Cameron Avenue	M7
Cameron Lane	M8
Campbell Avenue	N7
Canal Drive	L7
Capp Avenue	O7
Carlbert Street	P8
Carleton Avenue	L6
Carmel Road	O7
Carmen's Way	L6
Carol Court	P7
Carpin Beach Road	G6
Cartier Street	N7
Carufel Avenue	K6
Case Road	P3
Cathcart Street	L7
Cedar Street	M7
Cedarwood Drive	N5
Celene Court	P7
Centennial Avenue	P8
Central Creek Drive	K5
Central Creek Drive South	K5
Central Park Avenue	L7
Central Street	K6
Centre Street	P7
Chambers Avenue	P7
Champlain Street	M6
Channelview Lane	E10
Chapple Avenue	N6
Charles Street	L6
Charlotte Drive	N7
Chartwell Drive	P7
Chatfield Drive	L5
Chelten Avenue	K5
Cheshire Road	K5
Chestnut Street South	M7
Chestnut Street	M7
Chicora Crescent	P7
Chippewa Street	J5
Chlebus Street	N7
Church Street	M8
Churchill Avenue	L5
Churchill Boulevard	N8
Clement Street	O7
Clergue Street	M6
Cody Point Court	L6
Collins Avenue	O8
Conmee Avenue	L6
Connaught Avenue	K6
Connor Road	P2
Cooper Street	K5
Copernicus Drive	P7
Corey Avenue	P6
Cornwall Street	L6
Coronation Street	L3
Cottage Lane	G8
Coulson Avenue	N8
Country Club Place	O8
Courtney Crescent	P7
Crawford Avenue	N7
Creek Road	G4
Creery Avenue	N7
Crestview Court	N5
Crestwood Avenue	P8
Crimson Ridge Drive	K3
Cumberland Avenue	K6
Cunningham Road	N7
Curran Drive	N7

D	
D'Youville Road	M8
Dablon Street	N6
Dacey Road	Q7
Dalgleish Road	F10
Danby Road	N8
Dauphin Drive	P7
Dawson Avenue	L5
Dell Avenue	P8
Dennis Street	L7
Denwood Drive	P7
Des Chenes Drive	E10
Devon Road	K6
Diane Street	L5
Digby Crescent	J5
DiTommaso Court	N2
Doncaster Road	K5
Donna Drive	K5
Douglas Street	K6
Dovercourt Road	K6
Drake Street	O8
Drive In Road	M5
Dryden Avenue	J6
Dufferin Street	M7
Dundas Street	L6
Durban Road	J5
Dyment Street	K6
E	
Eagle Drive	N6
East Balfour Street	J6
East Braemar Bay	L4
East Champagne Drive	P8
East Dunrobin Bay	L4
East Perth Bay	L4
East Street	M8
Eastern Avenue	P7
Eastwood Street	N5
Eden Square	J6
Edinburgh Street	L7
Edison Avenue	K5
Edmonds Avenue	K5
Edward Street	N8
Elaine Court	P7
Elgin Street	M7
Elizabeth Street	N7
Elliott Road	L5
Ellis Road	I6
Elm Avenue	M6
Elmwood Avenue	M6
Erie Street	G8
Essex Lane	P8
Estelle Street	L6
Euclid Road	M7
Everett Street	L5
F	
Fairmount Drive	O7
Fairview Avenue	L5
Falldien Road	Q7
Farquhar Street	P7
Farwell Terrace	L6
Fauquier Avenue	M7
Ferguson Avenue	N7
Ferris Avenue	M7
Ficmar Drive	L4
Fields Square	O7
Fifth Avenue	K6
Fifth Line East	O3
Fifth Line West	L3
Findlay Drive	N7
First Avenue	K6
Fish Hatchery Road	O3
Florwin Drive	O8
Foothill Road	J4
Ford Street	O8
Forest Avenue	N7
Fort Creek Drive	M5
Foster Drive	M8
Fournier Road	Q6
Fourth Avenue	K6
Fourth Line East	M4
Fourth Line West	K3
Foxborough Trail	N5
Francis Street	M7
Franklin Street	L6
Front Street	M8
Frontenac Street	Q6

G	
Gagnon Road South	D7
Garden Avenue	O8
Garrison Way	N7
Garth Street	G8
Gehrig Drive	N6
George Lane	L7
George Street North	L7
George Street South	L7
Georgina Street	O8
Gibbs Street	P7
Gillies Street	L6
Gladstone Avenue	M7
Gladwyn Road	M6
Glasgow Avenue	J6
Glen Avenue	P8
Glengary Gate Crescent	N4
Glenholme Drive	O8
Glenwood Avenue	P7
Gloucester Street	L7
Goetz Street	K6
Golf Range Crescent	O8
Gordon Avenue	M8
Gore Street	L7
Gouin Street	M8
Goulais Avenue	J6
Grace Street	M7
Grand Boulevard	M6
Grandhaven Crescent	M6
Grandmont Crescent	M6
Grandriver Crescent	M6
Grandview Avenue	M6
Grandville Crescent	M6
Grandy Road	M6
Grangemill Road	M6
Granite Street	M6
Gravelle Street	O8
Great Northern Road	M4
Greene Street	P6
Greenfield Drive	L4
Greenview Court	P8
Greenview Lane	P8
Griffon Street	P7
Grosvenor Avenue	M7
H	
Hadley Park	N8
Hamilton Avenue	M7
Hampton Road	K5
Hardiman Avenue	M6
Hardwood Street	P7
Hare Avenue	J6
Hargreaves Avenue	M6
Harriet Street	F10
Harris Street	L3
Harry Street	M6
Harten Street	N8
Haviland Crescent	N7
Hawthorne Avenue	M7
Headway Street	P8
Healy Street	O8
Hearst Street	M7
Heath Road	P8
Heavenor Street	N8
Henrietta Avenue	L6
Henry Street	K5
Herbert Street	M7
Herkimer Street	G7
Herrick Street	M8
Hess Street	G8
Highcrest Street	M5
Highland Court	M5
Hill Street	L5
Hillside Drive	L5
Hocking Avenue	K6
Holden Street	L5
Hood Street	J4
Hudson Street	L7
Hughes Street	M7
Hugill Street	O8
Huntington Park	O8
Huron Street	L7
Hussey Street	O8
Hynes Street	M8
I	
Idaho Drive	O7
Illinois Avenue	O7
Indiana Drive	O7
Industrial Court A	M5
Industrial Court B	M5
Industrial Park Crescent	M5
Irwin Avenue	O7

J	
James Street	L7
Jean Avenue	P6
Jemmette Street	P7
Joel Court	P7
John Street	L7
Johnson Avenue	L5
Joseph Street	P7
K	
Kehoe Avenue	L6
Ken Danby Way	L8
Kensington Terrace	N8
Kent Avenue	N6
Kent Crescent	L4
Kerr Drive	P7
Keys Street	K5
Killarney Road	N5
King Street	M7
Kingsford Road	K5
Kingsmount Boulevard	O7
Kitchener Road	M6
Knox Avenue	M6
Kohler Street	M8
Konkin Avenue	L4
Koprash Court	N7
Korah Road	K5
L	
LaBelle Avenue	N7
Laird Street	M7
Lake Street	O7
Lang Court	M5
Lamming Avenue	K5
Lamvil Court	I5
Landslide Road	P4
Langdon Crescent	M6
Langdon Road	K5
Lansdowne Avenue	M7
LaRonde Avenue	N7
LaSalle Court	M5
Laura Street	L6
Laurentian Drive	N6
Laurier Avenue	J6
Laurier Place	M6
Lawson Avenue	P6
Leigh's Bay Road	H5
Lennox Avenue	L6
Leo Avenue	N8
Leslie Street	N6
Letcher Street	K6
Lethbridge Street	L4
Lewis Road	O7
Lidstone Street	L5
Linstedt Street	N7
Lloyd Street	L5
London Street	M7
Lorna Drive	P8
Lorraine Avenue	O7
Lothian Avenue	M6
Louise Avenue	P8
Lucy Terrace	M8
Lynn Road	M7
Lyons Avenue	L6
M	
MacDonald Avenue	N7
MacMurray Avenue	P7
Macnamara Drive	M5
Madeleine Street	O8
Madison Avenue	N5
Maki Road	I4
Malabar Drive	N6
Manilla Terrace	L7
Manitou Drive	P6
Manor Road	N8
Maple Street	M7
March Street	M7
Marconi Street	N7
Maretta Street	L6
Margaret Street	O8
Mark Street	O8
Market Street	P7
Marsh Street	L6
Martingale Court	N5
Marwayne Avenue	N6
Mary Avenue	M5
Mayfair Avenue	L4
McAllen Street	J7
McCrea Street	N8
McCulloch Street	K5
McDougald Street	M7
McFadden Avenue	K6
McGregor Avenue	N8
McKenzie Avenue	K6
McLean Court	L6
McMeeken Street	N8
McNabb Street	O7

McNeice Street	P8
McPhail Avenue	N8
McQueen Road	J4
Meadow Lane	O7
Meadow Park Crescent	O7
Megginson Drive	P7
Melrose Avenue	M7
Melville Road	P7
Memorial Avenue	N5
Metzger Street	K6
Millcreek Drive	N5
Millstream Drive	N5
Millennium Court	L5
Millwood Street	P8
Moluch Street	N7
Montcalm Road	M5
Montgomery Avenue	N7
Moody Street	P7
Morin Street	L6
Morgan Court	K5
Morrison Avenue	M6
Moss Road	K4
Mount Pleasant Court	I4
Mulberry Street	N5
Muriel Drive	Q7
Murphy Street	Q7
Murray Street	P7
Murton Avenue	K6
N	
Nelson Street	L6
Nettleton Street	L3
Newcastle Drive	J5
Niagara Drive	M5
Nichol Avenue	K5
Nicolas Avenue	O7
Nino Drive	M6
Nixon Road	I6
Noah Drive	L4
Nokomis Beach Road	C9
Norden Crescent	N7
North Eden	J6
North Street	M6
Northern Avenue East	M6
Northern Avenue West	M6
Northland Road	L6
Northridge Road	M5
Northwood Street	N5
O	
Oak Park Crescent	P8
Oakbine Avenue	M6
Oakland Avenue	M7
Oakwood Drive	N7
Ohio Drive	O7
Old Garden River Road	N5
Old Goulais Bay Road	L4
Old Highway 17 North	N2
Ontario Avenue	N7
Oregon Road	O7
Oriole Street	J4
Orion Street	N7
Oryme Avenue	M6
Oxford Street	M7
P	
Pageant Drive	N7
Palace Drive	N6
Paladin Avenue	N7
Palomino Drive	I5
Panoramic Drive	N6
Par Avenue	P8
Paradise Avenue	N7
Parasol Crescent	N6
Pardee Avenue	M7
Park Place Court	N6
Park Place Drive	N6
Park Street	P7
Parkdale Drive	O8
Parkelane Court	E7
Parker Avenue	N7
Parkewood Drive	F7
Parkinworth Place	Q7
Parkland Crescent	Q7
Parkshore Court	P8
Parkshore Drive	P8
Parkview Court	N6
Parliament Street	L6
Partridge Court	O6
Passmore Road	N6
Patricia Avenue	K6
Patrick Street	L6
Peach Drive	N6
Peacock Crescent	N6
Peer Street	Q6
Pelican Drive	N6
Penno Road	L5
Pentagon Boulevard	N7

Peoples Road	L5
Pilgrim Street	M8
Pim Street	M7
Pine Shore Drive	F9
Pine Street	N7
Pinemore Boulevard	N6
Pinto Drive	I5
Pittsburgh Avenue	J6
Placid Avenue	N7
Plaintree Drive	N6
Pleasant Drive	N6
Plummer Court	O6
Pointe Aux Pins Drive	F10
Pointe Des Chenes Crescent	E10
Pointe Louise Drive	F10
Pond Street	K5
Poplar Avenue	N7
Portage Lane	L7
Powley Road	N3
Pozzebon Crescent	L5
Prentice Avenue	K6
Pretoria Hill	J5
Primrose Drive	N6
Prince Charles Crescent	O6
Princess Crescent	N7
Princeton Drive	N6
Promenade Drive	N7
Putney Road	N7
Q	
Queen Street East	P8
Queen Street West	L7
Queensgate Boulevard	Q7
R	
Railroad Avenue	M7
Ranger Street	J4
Rankin Road	P7
Ransome Drive	I6
Ravina Street	N7
Raymond Street	K6
Red Pine Drive	F9
Red Rock Road	G1
Reid Street	M6
Retta Street	O8
Rex Avenue	I6
Richmond Place	J5
River Road	Q7
Riverin Avenue	P6
Riverside Drive	O8
Riverview Avenue	N8
Ro Von Court	M5
Robin Street	P7
Rockport Road	J5
Ron Francis Way	M8
Roosevelt Avenue	J6
Rosedale Place	M7
Rosita Street	I6
Ross Street	P7
Rossmore Road	K5
Rotary Parkway	N8
Routledge Avenue	N7
Rowell Avenue	J6
Royal Road	J5
Royal York Boulevard	Q7
Royce Avenue	I6
Ruscio Crescent	Q6
Rush Avenue	N6
Rushmere Drive	J5
Russ Ramsay Way	M8
Ruth Street	L6
S	
Sackville Road	M6
Saddle Crescent	N5
Salisbury Avenue	M7
Sand Road	F9
Schultz Side Road	N2
Second Avenue	K6
Second Line East	N5
Second Line West	K5
Selby Road	K5
Selkirk Road	M5
Seventh Avenue	K6
Seventh Line East	N1
Shafer Avenue	L6
Shannon Road	O8
Sharon Crescent	N6
Shatruck Drive	C7
Sheppard Street	N8
Sherbourne Street	L6
Sherbrook Drive	L5
Sherwood Parkway	L5
Shingwauk Street	O8
Shingwauk Drive	O8
Shore Drive	N8
Shoreview Court	Q7
Short Street	L6

Silver Birch Drive	O7
Silverdale Avenue	L5
Simcoe Street	G8
Simon Avenue	P8
Simpson Street	N7
Sinclair Drive	P6
Sinclair Street	L7
Sisson Street	N7
Sixth Avenue	K6
Sixth Line East	O2
Sixth Line West	G2
Smale Avenue	N7
Snowden Crescent	K5
Snowden Street	K5
Softwood Drive	Q7
South Eden	J6
South Gladstone Avenue	M7
South Market Street	P7
Southwood Drive	N5
Spadina Avenue	J6
Spring Street	M7
Spruce Street	M7
St. Andrew's Terrace	L6
St. Basil's Drive	J5
St. George's Avenue East	M7
St. George's Avenue West	L6
St. James Street	L7
St. Mary's Avenue	M6
St. Mary's River Drive	L7
St. Michael's Square	J5
St. Patrick Street	L6
St. Thomas Street	M8
Stanley Street	N8
State Street	O7
Stevens Street	M6
Strand Avenue	M6
Summit Avenue	M7
Sunlea Street	J5
Sunnydale Road	L5
Sunnyside Beach Road	C8
Sunset Court	I6
Sunset Drive	I6
Sunset Road	I6
Superior Drive	M5
Sussex Road	K5
Sutton Place	P7
Swartz Street	L6
Sydenham Road	K5
T	
Taber Street	O8
Tadcaster Place	N6
Tallack Boulevard	L4
Talon Avenue	Q6
Talwood Drive	N6
Tamarack Avenue	Q6
Tancred Street	L7
Taskar Drive	P8
Teal Avenue	Q7
Terrance Avenue	N5
Terry Fox Place	P7
Texas Avenue	O7
The Crescent	M7
The Drive	N7
Third Avenue	K6
Third Line East	L4
Third Line West	J4
Thorneloe Crescent	O8
Tilley Road	N6
Toronto Street	L7
Towers Street	M8
Town Line Road	G6
Trelawne Avenue	M7
Trunk Road	O7
Tuckett Street	O7
Turner Avenue	K6
U	
Upton Road	N7
V	
Val Street	P8
Valhalla Place	O8
Van Daele Street	M6
Varsity Avenue	P8
Venn Street	J4
Vera Avenue	P6
Victor Emmanuel Avenue	K6
Victoria Avenue	N8
Victoria Street	G8
Village Court	N6
Vivian Avenue	K6
W	
Wallace Terrace	K6
Walls Side Road	C6
Walnut Street	M6
Walters Street	K5
Wardell Road	J4

Warren Avenue	I6
Wayne Court	P7
Weeks Street	P7
Welcome Avenue	O8
Weldon Avenue	N7
Wellington Street East	M7
Wellington Street West	L6
Wemyss Street	M7
Wentworth Street	G8
West Balfour Street	J6
West Braemar Bay	L4
West Dunrobin Bay	L4
West Perth Bay	L4
West Street	L7
Westchester Drive	J5
Westgate Drive	J5
Westridge Road	M5
Westwood Crescent	N5
White Pine Court	N3
White Oak Drive East	M6
White Oak Drive West	M6
Whitney Avenue	J6
Wiber Street	P6
Wigle Street	M4
Wilcox Avenue	M7
Wilderness Court	N3
Wilding Avenue	K6
Wildwood Avenue	K5
Wilks Street	I5
Williams Street	Q7
Willoughby Street	N6
Willow Avenue	N6
Willowdale Street	Q7
Wilson Street	M7
Windsor Street	N7
Windsor Trail	N5
Winfield Drive	J5
Winston Avenue	K5
Wishart Park Road	N4
Wireless Avenue	N7
Woodcroft Avenue	K6
Woodhurst Drive	M5
Woodlawn Avenue	Q7
Wood Park Court	I7
Woodward Avenue	M8
Wright Street	K6
Y	
Yates Avenue	J6
York Street	L6
Young Street	K6

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-197

PLANNING: A by-law to designate the entire municipality of the City of Sault Ste. Marie as a Community Improvement Project Area and to implement and adopt the Sault Ste. Marie Economic Growth Community Improvement Plan.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 28(2), (4), (7) AND (7.1) of the *Planning Act*, R.S.O. 1990, c.P.13 **ENACTS** as follows:

1. **COMMUNITY IMPROVEMENT PROJECT AREA**

The Council of the City of Sault Ste. Marie hereby designates as a Community Improvement Project Area the entire municipality. This designation will allow City Council to consider grants, government loans, tax assistance or other incentives to encourage development or re-development throughout the municipality.

2. **SAULT STE. MARIE ECONOMIC GROWTH COMMUNITY IMPROVEMENT PLAN**

The Community hereby adopts and agrees to implement the Sault Ste. Marie Economic Growth Community Improvement Plan for the purpose set out in section 1 hereinabove. The Plan is attached as Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **BY-LAW 2018-152 REPEALED**

By-law 2018-152 is hereby repealed.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-197 INDUSTRIAL COMMUNITY IMPROVEMENT PLAN.DOC

ECONOMIC GROWTH COMMUNITY IMPROVEMENT PLAN RENEWAL 2023-2028

Sault Ste. Marie Economic Growth Community Improvement Plan 2023

LEGISLATIVE AUTHORITY

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

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

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

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

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

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



BACKGROUND

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

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

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

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

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

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

ADDRESSING THE CHALLENGE

Since 2003 the City, with financial assistance from both the Federal and Provincial governments, has invested significantly to acquire property and extend water, sewer, road and rail services in industrial areas.

Some of these properties benefit from having direct access to a major truck route, rail service through Algoma Steel and the deep-water port facilities provided by Purvis Marine Limited.

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





THE PROJECT GOALS AND OBJECTIVES INCLUDE:

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

RELEVANT PLANNING POLICIES AND REGULATIONS

PROVINCIAL POLICY STATEMENT

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

- **SECTION 1.1** Managing and directing land use to achieve efficient and resilient development and land use patterns.
- **SECTION 1.3.1** Planning authorities shall promote economic development and competitiveness by:
  a. Providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
  b. Providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
  c. Facilitating the conditions for economic investment by identifying strategic sites for investment, monitoring the availability and suitability of employment sites, including market-ready sites, and seeking to address potential barriers to investment.
- **SECTION 1.6.1** Infrastructure and public service facilities shall be provided in an efficient manner that prepares for the impacts of a changing climate while accommodating projected needs.
- **SECTION 1.7.1** Long-term economic prosperity should be supported by:
  a. Promoting opportunities for economic development and community investment-readiness;
  b. Optimizing the long-term availability and use of land, resources, infrastructure and public service facilities;
  c. Promoting the redevelopment of brownfield sites.

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

GROWTH PLAN FOR NORTHERN ONTARIO 2011

The Growth Plan for Northern Ontario requires that municipalities:

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

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

COMMUNITY ADJUSTMENT COMMITTEE RECOMMENDATIONS

In 2017, the City in partnership with the Ministry of Advanced Education and Skills Development created a Community Adjustment Committee to make recommendations on improving economic growth and diversity, social equity, cultural vitality, and environmental sustainability in Sault Ste. Marie.

The Committee's final report, *"A Common Cause and New Direction for Sault Ste. Marie"* identified eight overarching goals among a total of 35 recommendations. These recommendations include: a refocus on economic and community development, growth from within, and new efforts to grow the information technology, global tourism and research sectors.

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

CITY OF SAULT STE. MARIE CORPORATE STRATEGIC PLAN

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

OFFICIAL PLAN

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

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

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

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

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

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

INDUSTRIAL LAND DEVELOPMENT STRATEGY

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

PROGRAM CRITERIA

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

- Potential program participants must be an identified priority business in the following sectors to be considered for the Economic Growth Community Improvement Program:
  a. Agriculture, aquaculture and food processing
  b. Arts, culture and creative industries
  c. Digital economy
  d. Forestry and value-added forestry related industries
  e. Health sciences
  f. Minerals sector and mining supply & services
  g. Primary, secondary, value-added and advanced manufacturing
  h. Renewable energy and services
  i. Tourism
  j. Transportation, aviation and aerospace industries
  k. Water technologies and services
- A significant total project investment as determined by Staff is required, creating or protecting existing jobs during the program excluding jobs solely associated with construction.
- Eligible proponents will need to demonstrate that their project will bring net positive revenue into the community. Generally, this program is not meant to provide incentives to businesses that serve the local population only.







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

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

- A grant of up to $100,000 per project or as approved by City Council, or
- A grant of up to 100 percent of the incremental increases in the municipal portion of the property taxes for up to three years resulting from the development, rehabilitation and reassessment of lands and buildings within the Project Area.

The total value of any grant cannot exceed the cost of redevelopment. In addition, eligible program participants may apply for educational tax assistance of the educational portion of property taxes through the Province of Ontario's Brownfields Financial Tax Incentives Program (BFTIP). Applications for this program should be made directly to the Ontario Ministry of Finance.

ADMINISTRATION

Project incentives available under this Community Improvement Plan are subject to due diligence and recommendation by City of Sault Ste. Marie staff, with final approval subject to City of Sault Ste. Marie Council approval.

- An application to the City shall generally be received prior to the application for a building permit for the project to be considered under the program.
- Property taxes must not be in arrears at the time of application or throughout the duration of the project.
- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved.
- Applicants must agree to not file a property tax appeal while receiving a grant under this program.
- The property will not be eligible for a vacancy rebate during the program.
- Should the project fail to meet the eligibility requirements during the program, the full amount of property taxes including interest will become due and payable as if no incentives had been approved.
- Approved project incentives are applicable to the registered owner and the grant is assignable to any person to whom such an owner has assigned the right to receive the incentive such as a tenant or other assignee.
- This program may be used in combination with any other program provided that the total amount of assistance provided does not exceed the eligible costs.
- This program will remain in effect for five years, but may be extended by City Council subject to appropriate review and notice.
- Additional information is contained in the Economic Growth CIP guide and application.

WHERE A GRANT IS APPROVED, THE FOLLOWING CONDITIONS APPLY:

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

WHERE THE GRANT PROGRAM IS APPROVED FOR USE, THE FOLLOWING CONDITIONS APPLY:

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

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

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-198

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1281 Great Northern Road (Onofrio's Inc.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **1281 GREAT NORTHERN ROAD; LOCATED ON THE SOUTH WEST CORNER OF GREAT NORTHERN ROAD AND FOURTH LINE EAST; CHANGE FROM HZ.S.160 TO HZ.S.160 WITH AN "AMENDED SPECIAL EXCEPTION"**

   The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 126/1-141 of Schedule "A" to By-law 2005-150, is changed from HZ.S.160 (Highway) zone with a "Special Exception" to HZ.S.160 Amended (Highway) zone with an amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   By-law 2005-151 is amended by adding the following to the end of section 160:

   "Residential Units - 1281 Great Northern Road

   5. To, in addition to those uses currently permitted, permit up to five (5) residential dwelling units on the second floor only of the existing building only."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

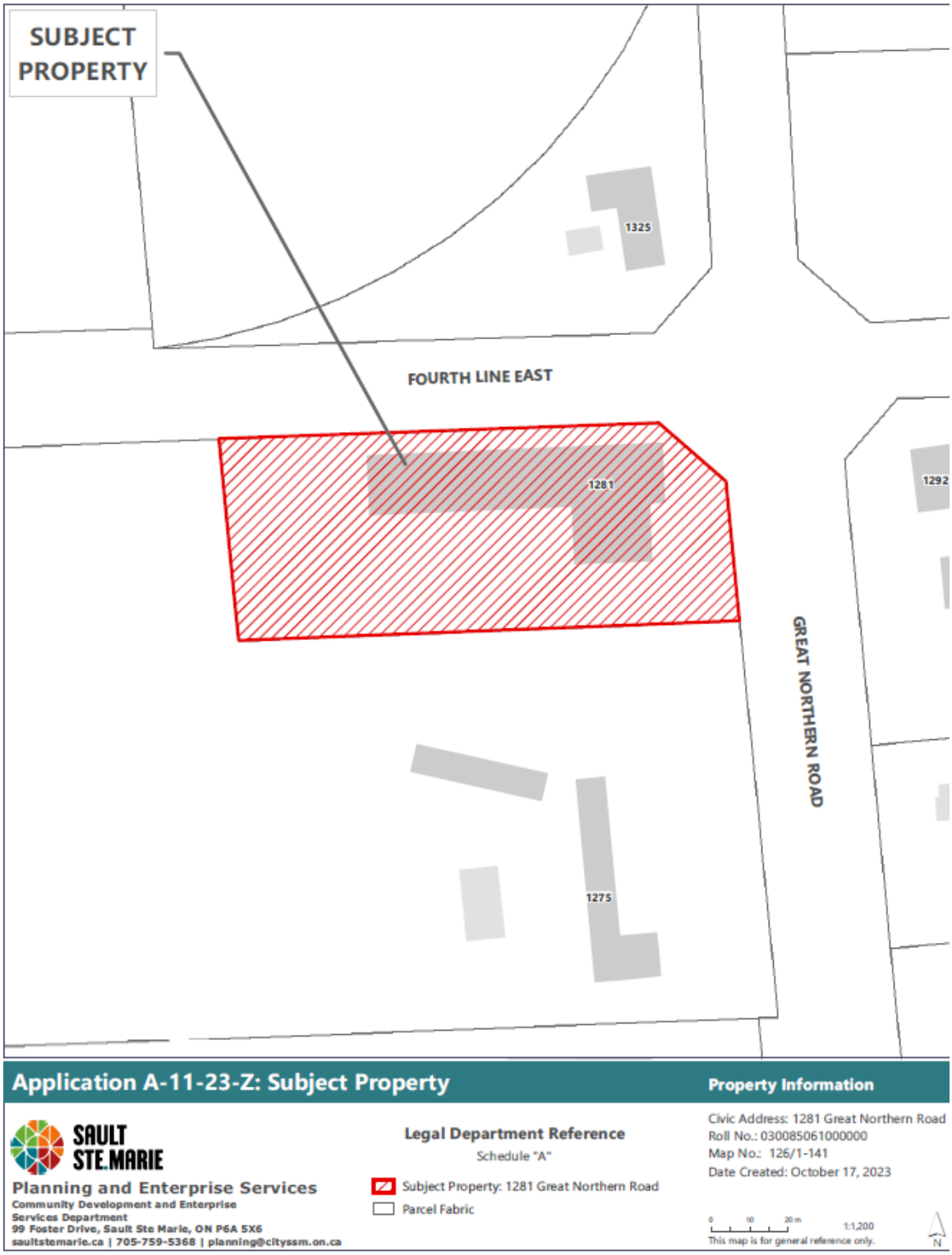
PASSED in Open Council this 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2023\GREAT NORTHERN ROAD, 1281\2023 APPLICATION A-11-23-Z\BY-LAW 2023-198.DOCX

SCHEDULE “A” TO BY-LAW 2023-198 AND
SCHEDULE 160 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-199

PARKING: A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 93-165 REPEALED**

   Schedule "A" to By-law 93-165 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-199 APPOINT BY-LAW ENFORCEMENT OFFICERS.DOCX

SCHEDULE "A"

Alan Smith	81
Dave Devoe	84
Bill Long	96
Jason Levesque	101
Brian Ford	104
Arian Finlayson	109
James Kemp	110
Anthony McCoy	111
Edward Thorold	112
Lovedeep Sidhu	113
Abhishek Verma	115
Devin Dearing	116
Joseph Barnes	117
Quentin Ketterer	118
Ronald Warnock	119
Brady Bishop	125
Orrette Robinson	126
Anthony Rocca	127
Chelsea Dokis	129
Ryan Vendramin	130
Ravi Kumar	131
Daniel Roussain	132
Aashmeen Thind	133
Jordan Gregorini	135
Michael Steinburg	136
Marc Flumian	137
Michael Heptbourne-Fletcher	138
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Jason Merrifield	142
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Paul Hillier	145
Mikaela Hinz	146
Tyler Stoutenburg	147
Hailey Harris	148
Alexander Pilot	149
Kieran O'Brien	150
Pushkar Dhanekar	153
Davis Fleming	154
Kristen Kirk	155
Mohit Mehta	156
James Roach	158
Spencer Mitchell	159
Michael Bruni	160

Evan Blakely	**161**
Jorawar Singh	**162**
Jonathan Craig	**164**
Kristopher Valley	**165**
Genavieve Ansley	**166**
Issac Parise	**167**
Satinder Singh	**168**
Akhil Akhil	**169**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-200

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Soo Arena Association (o/a Soo Pee Wee Arena) for a grant in the amount of Twenty Three Thousand Nine Hundred Seventy Nine ($23,979) Dollars.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2024 between the City and the Soo Arena Association (o/a Soo Pee Wee Arena), a copy of which is attached as Schedule “A” hereto. This Agreement is for a grant in the amount of Twenty Three Thousand Nine Hundred Seventy Nine ($23,979) Dollars.

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 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-200 Pee Wee Funding (Outside Agency Grant Agreement 2024).docx

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the “City”)

-and-

Soo Arena Association (o/a Soo Pee Wee Arena)

(hereinafter referred to as the “Recipient”)

WHEREAS

The City provides a grant to the Recipient equal to the total municipal and education property tax,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2024 (the “Term”) unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule “A” and that the City retains the right to assess the Recipient’s use of Funds at any time;
ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

i. Provide the Recipient a grant equal to the annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
    a) Resides at a Canadian financial institution; and
    b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

i. Deduct an amount equal to the excess Funds from any further instalments; or
ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

i. Submit to the City all documents in accordance with Schedule "B";
ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
    a. Ice utilization percentage for both primetime and non-primetime
    b. Major capital projects completed
    c. Funding received

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million ($2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result

in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE OF	**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**
	MAYOR – MATTHEW SHOEMAKER
	CITY CLERK – RACHEL TYCZINSKI
	Soo Arena Association (o/a Soo Pee Wee Arena)
	NAME *(I have the authority to bind the corporation.)*

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Soo Pee Wee Arena was opened in 1967 and has assisted the City since then in providing additional ice time for hockey and skating. An annual grant equal to the municipal and education property taxes for the year is provided.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Municipal Property Tax Bill-estimate only-maximum grant	$23,979.00
Total:	$23,979.00

3. MAXIMUM FUNDS $23,979.00

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

October 1, 2024 or subsequent if property taxes not paid in full by September installment date.

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2024

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City:

1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor’s report, if available by February 1 of the year following each year funding was received;
2) Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: Soo Arena Association (o/a Soo Pee Wee Arena)

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide explanation.

	YTD 2024	2023	2022	2021	2020
Ice utilization % - primetime			82	81	90
Ice utilization % - non-primetime			68	69	70
Major capital projects completed				Parking Lot	Lighting
Funding received			Yes	Yes	Yes
Annual financial surplus/ deficit					
Days utilized per calendar year			230		

3. Other Performance Measures:
    a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

    b. If not, provide and explanation why and how it affected the Project.

4. 2025 Funding Request: $ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

Eligible Expense	Approved $	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

_____ _____

Signature/Title Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-201

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred Ninety Eight Thousand Five Hundred Fifty ($298,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2024 between the City and The Art Gallery of Algoma, a copy of which is attached as Schedule “A” hereto. This Agreement is for a grant in the amount of Two Hundred Ninety Eight Thousand Five Hundred Fifty ($298,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors.

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 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the “City”)

-and-

The Art Gallery of Algoma

(hereinafter referred to as the “Recipient”)

WHEREAS

The City provides a grant to the Recipient to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2024 (the “Term”) unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule “A” and that the City retains the right to assess the Recipient’s use of Funds at any time;
ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

i. Provide the Recipient up to $298,550, (the “Funds”) for the purpose of operational requirements, as apportioned in Schedule “A”;
ii. Provide the Funds to the Recipient in accordance with Schedule “A”; and
iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
    a) Resides at a Canadian financial institution; and
    b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

i. Deduct an amount equal to the excess Funds from any further instalments; or
ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule “A” to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the

Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

i. Submit to the City all documents in accordance with Schedule "B";
ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
    a. Number of visitors – paid admissions
    b. Number of events or programs
    c. Number of visitors – events or programs
    d. Number of virtual visits (if any, COVID-19)
    e. Visitors from outside of Sault Ste. Marie and location
    f. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million ($2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE OF

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

The Art Gallery of Algoma

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Art Gallery of Algoma (AGA) in a non-profit public art gallery whose mission is to celebrate culture, educate visitors and enrich lives through visual art. The City provides funding dollars to assist in the operating costs and to allow the AGA to bring new and exciting arts programming to Sault Ste. Marie.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits (up to maximum of 50% of grant)	$149,275
Other operational expenses, excluding capital	$149,275
Unused funding for salary and benefits may be used for other Operational expenses as long as total grant approved is not exceeded	
Total:	$298,550

3. MAXIMUM FUNDS $298,550

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

March 1, 2024	$49,758.33
April 1, 2024	$49,758.33
May 3, 2024	$49,758.33
July 2, 2024	$49,758.33
September 1, 2024	$49,758.33
November 1, 2024	$49,758.33

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2024

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City:

1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor’s report, if available by February 1 of the year following each year funding was received;
2) Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: The Art Gallery of Algoma

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide explanation.

	YTD 2024	YTD 2023	2022	2021	2020	2019	2018
Number of Visitors - Paid Admissions		5,100	4,745	1,035	1,500	5,800	5,700
Number of Events/Programs		184	245	185	57 (live and virtual)	277	257
Number of Visitors - Events/Programs		7,600	7,345	4,517	1400, 763, 50000 virtual	27,000	27,000
Number of Virtual Visits (if any, COVID-19)		88,646	73,670	83,391			
Visitors from Outside of Sault Ste. Marie and Location		1,100	1,650	918			
Revenue:							
City Grant		199,083	280,275	280,275	140,392	280,785	280,785
Other Grants		91,946	142,138	61,707	90,913	66,213	79,252
Donations		14,156	8,347	8,867	4,758	8,000	33,199
Admissions/Memberships		8,223	11,750	5,397	1,500	31,000	24,493
Other (specify)		13,885(shop	28,927(shop)	23,559(shop)	8,650	66,213	118,998
Annual Financial Surplus/deficit		N/A	Audit Pending	82,976	74,823	34,592	6,907
Number of Educational Programs Delivered		131	157	1,959 students, 48 art classes, 1 workshop, artists, online			
Number of Outside Visitors		750	1,900	78 Cul Days			

3. Other Performance Measures:
    a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

    b. If not, provide and explanation why and how it affected the Project.

4. 2025 Funding Request: $ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

Eligible Expense	Approved $	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

_____ _____

Signature/Title Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-202

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred Seventy-Five Thousand ($175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2024 between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre, a copy of which is attached as Schedule “A” hereto. This Agreement is for a grant in the amount of One Hundred Seventy Five Thousand ($175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK - RACHEL TYCZINSKI

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the “City”)

-and-

The Ontario Bushplane Heritage and Forest Fire Educational Centre

o/a Canadian Bushplane Heritage Centre

(hereinafter referred to as the “Recipient”)

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2024 (the “Term”) unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule “A” and that the City retains the right to assess the Recipient’s use of Funds at any time;
ii. That the Funds shall not be used to cover any expense that has or will be specifically funded or reimbursed by a third party, ministry, agency, or other organization; and
iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any significant change to its costs or income.

3. FUNDS PROVIDED

The City shall:

i. Subject to the Terms of this Agreement, provide the Recipient the sum of $175,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
    a) Resides at a Canadian financial institution; and
    b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

i. Deduct an amount equal to the excess Funds from any further instalments; or
ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at

least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

i. Submit to the City all documents in accordance with Schedule "B";
ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
    a. Number of visitors – paid admissions
    b. Number of events or programs
    c. Number of visitors – events or programs
    d. Number of virtual visits (if any, COVID-19)
    e. Visitors from outside of Sault Ste. Marie and location
    f. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City after the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, acting reasonably, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million ($2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Executive Director
Canadian Bushplane Heritage Centre
55 Church Street
Sault Ste. Marie, ON

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE OF

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE ONTARIO BUSHPLANE HERITAGE AND FOREST FIRE EDUCATIONAL CENTRE o/a Canadian Bushplane Heritage Center

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

Canadian Bushplane Heritage Centre (CBHC) preserves and tells the story of Canada's bushplane and forest fire protection heritage and how it has shaped life in northern and remote parts of Canada. CBHC collects, preserves, exhibits and interprets a collection of bushplanes and related material and promotes public understanding of their significance. CBHC serves as a venue for events, presentations and public gatherings as well as hosts numerous volunteer and community service activities.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits (up to maximum of 50% of grant)	$87,500
Other operational expenses, including minor capital	$87,500
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
Total:	$175,000

3. MAXIMUM FUNDS $175,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

March 1, 2024 $87,500

June 1, 2024 $87,500

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient as soon as practicable and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2024

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City:

1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor’s report, if available by February 1 of the year following each year funding was received;
2) Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: Canadian Bushplane Heritage Centre

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide explanation.

	YTD 2024	YTD 2023	2022	2021	2020	2019	2018
Number of Visitors-Paid Admissions		17,334	26,242	14,729	3,647	26,415	23,103
Number of Events/Programs		92	91	9	7	65	53
Number of Visitors-Events/Programs		11,577	18,761	2,507	2,002	18,942	17,167
Number of Virtual Visits (if any, COVID-19)							
Visitors from Outside of Sault Ste. Marie and Location		5,200	13,000				
Revenue:							
City Grant		175,000	175,000	175,000	175,000	175,000	175,000
Other Grants		197,979	281,082	137,591	240,884	46,542	46,542
Donations		10,982	52,267	30,765	16,953	98,443	51,938
Admissions/Memberships		181,530	259,607	89,455	53, 718	201,965	184,483
Other (specify)		241,760	412,120	138,067	86,772	334,961	358,490
Annual Financial Surplus/ Deficit		N/A	$15,575	$29,261			
Number of Educational Programs Delivered		25	46	2			
Number of Outside Visitors							

3. Other Performance Measures:
    a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

    b. If not, provide and explanation why and how it affected the Project.

4. 2025 Funding Request: $ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

Eligible Expense	Approved $	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

_____ _____

Signature/Title Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-203

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Sixty Thousand ($260,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2024 between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Sixty Thousand ($260,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-203 49th Field Regiment (Outside Agency Grant Agreement 2024).docx

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the “City”)

-and-

Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society

(hereinafter referred to as the “Recipient”)

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2024 (the “Term”) unless terminated by the City pursuant to the terms contained herein.

For all subsequent annual Agreements, the Recipient shall follow the provisions of paragraph 6 of this Agreement and such Agreement(s) are to be negotiated between the Recipient and the City, such Agreement(s) subject to City Council approval.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule “A” and that the City retains the right to assess the Recipient’s use of Funds at any time;
ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

i. Provide the Recipient up to $260,000, (the “Funds”) for the purpose of operational requirements, as apportioned in Schedule “A”;
ii. Provide the Funds to the Recipient in accordance with Schedule “A”; and
iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
    a) Resides at a Canadian financial institution; and
    b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

i. Deduct an amount equal to the excess Funds from any further instalments; or
ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule “A” to this Agreement and all activities or services ancillary thereto except such indemnification shall not extend to any and all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at

least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

i. Submit to the City all documents in accordance with Schedule "B";
ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
    a. Number of visitors – paid admissions
    b. Number of events or programs
    c. Number of visitors – events or programs
    d. Number of virtual visits (if any, COVID-19)
    e. Visitors from outside of Sault Ste. Marie and location
    f. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The building where the Sault Ste. Marie Museum is located is insured under the City of Sault Ste. Marie's umbrella insurance policy, with the exclusion of chattels and fixtures.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE OF

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society

NAME

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society, more commonly known as (or carrying on business as) the Sault Ste. Marie Museum is a non-profit, charitable organization for the citizens of Sault Ste. Marie and the District of Algoma, as well as visitors to the community. The City provides funding dollars to assist in the operating costs and to allow the Sault Ste. Marie Museum to collect, preserve, study and exhibit artifacts and archival materials which illustrate the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary and benefits for permanent staff	$140,000
Other operational expenses, including • minor capital • funds used to leverage upper levels of government funding to enhance program delivery including temporary/contract employee salary/benefits.	$120,000
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
Total:	$260,000

3. MAXIMUM FUNDS $260,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

March 1, 2024	$65,000
April 1, 2024	$65,000
July 2, 2024	$65,000
October 1, 2024	$65,000

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2024

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City:

1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor’s report, if available by February 1 of the year following each year funding was received;
2) Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide explanation.

	YTD 2024	YTD 2023	2022	2021	2020	2019	2018
Number of Visitors-Paid Admissions		4,200	3,556	1,713	1,157	6,438	7,815
Number of Events/Programs		70	50	50	39	85	53
Number of Visitors-Events/Programs		3,500	2,921	2,334	600	2,757	2,373
Number of Virtual Visits (if any, COVID-19)			400	500			
Visitors from Outside of Sault Ste. Marie and Location							
Revenue:							
City Grant		260,000	260,000	246,091	246,091	206,091	181,091
Other Grants		139,207	155,420	48,619	80,989	136,239	69,188
Donations		10,000	19,692	22,538	14,800	17,734	16,437
Admissions/Memberships		9,200	8,296	3,841	2,598	10,000	11,340
Other (specify)		9,000	27,042	21,936	1,587	1,142.33	3,223
Annual financial surplus/ deficit			(20,467)	(12,513)			
Number of education programs delivered		25	20	20			
Number of outside visitors			396	260			

3. Other Performance Measures:
    a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

    b. If not, provide and explanation why and how it affected the Project.

4. 2025 Funding Request: $ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

Eligible Expense	Approved $	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

_____ _____

Signature/Title Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-204

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Local No. 67 Canadian Union of Public Employees – Civic Centre for the term commencing February 1, 2023 to January 31, 2028.

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 February 1, 2023 between the City and Local No. 67 Canadian Union of Public Employees – Civic Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for the term commencing February 1, 2023 to January 31, 2028.

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 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-204 CUPE Civic Centre.docx

Schedule "A"

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

-and-

LOCAL NO. 67
CANADIAN UNION OF PUBLIC EMPLOYEES - CIVIC CENTRE

CUPE | Canadian Union of Public Employees

February 1, 2023 to January 31, 2028

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THIS AGREEMENT MADE AND ENTERED

INTO THIS 1ST DAY OF

FEBRUARY 2023

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the first part

-AND-

LOCAL NO. 67, CANADIAN UNION OF PUBLIC EMPLOYEES
(Hereinafter referred to as the "Union")
of the second part

1:00 PURPOSE

1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the agreement.

2:00 SCOPE

2:01 The City recognizes the Union as the sole and exclusive collective bargaining agent for all clerical and technical employees of the City Hall staff of the Corporation of the City of Sault Ste. Marie as set forth in Appendix "A".

2:02 When new jobs are established which are to be excluded from the bargaining unit the City will promptly advise the Union in writing of the names of the incumbents of such jobs. Within one month of this notification the City will submit to the Union a summary of the job

functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit it may file a grievance at Step II, within twenty-one days of receiving the summary of the job functions and responsibilities.

2:03 Employees of the City excluded from the bargaining unit, as defined by Clause 2:02 hereof, shall not perform duties of employees in the bargaining unit except for emergency, experimentation, training, or instructional purposes.

"Experimentation" is when non-bargaining unit staff from time to time assesses the effectiveness, efficiency and/or suitability of work methods, equipment, procedures and/or processes. Such experimentation may involve performing work typically associated with bargaining unit members for a limited period of time to permit valid assessment. Experimentation however is not intended to have non-bargaining unit members on an ongoing basis perform the work of the bargaining unit.

3:00 UNION SECURITY

3:01 All employees of the City, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. In accordance with this understanding, the City shall not be required to discharge an employee who has been expelled or suspended from the Union other than for engaging in unlawful activity against Local 67, as defined in the Ontario Labour Relations Act.

3:02 The City shall deduct from the salary of each employee commencing with the first pay cheque, the current monthly Union dues as set out from time to time, and remit same as set out in Article 3:03, provided such dues are to be uniformly levied for a period of not less than twelve (12) months. The City will provide to the union with each dues remittance a list indicating by employee the bi-weekly earnings upon which union dues are based and the employee status.

3:03 The City agrees to deduct from the earnings of each employee the regular Union dues and to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected, accompanied by a list that includes the names, home

addresses and home phone numbers of all employees from whose wages the deductions have been made.

3:04 The Union shall save the City harmless from any and all claims which may be made against the City for amounts deducted from employees pay as herein provided.

3:05 NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

A representative of the Union shall be able to meet with new members during work time to introduce themselves and provide the new CUPE Local 67 employee a CUPE Local 67 welcome package. This introduction shall not exceed fifteen (15) minutes in duration.

3:06 INFORMATION FOR UNION

The City shall provide the Union, monthly, with an electronic contact list in excel of all employees in the bargaining unit. The contact list will include:

a. home address
b. home phone number or cell number
c. work email address and where available a personal email address

4:00 NEGOTIATING COMMITTEE

4:01 The City acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees, and will recognize and deal with the said Committee with respect to any matter, which may properly arise from time to time during the term of this agreement.

GRIEVANCE COMMITTEE

4:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall

have access to the City premises in order to investigate or assist in the settlement of grievances.

4:03 The City acknowledges the right of the Union to appoint or otherwise select six (6) stewards from among the members.

4:04 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members.

4:05 The Union acknowledges that the Stewards, Members of the Grievance and Negotiating Committees, and the Union Officers have regular duties to perform on behalf of the City and such persons shall not absent themselves from their regular duties without obtaining prior approval from their Department Heads.

The City agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.

4:06 The Union agrees to notify the City in writing of the names of the Stewards and members of the Negotiating and Grievance Committees and to notify the City in writing of any changes in such Committee members.

JOINT CONSULTATION

4:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The City and the Union agree to the following terms and conditions:

1) The Committee will deal with matters of mutual concern relating to the work place and will consist of three (3) representatives of the City and, for the Union, the applicable Group Vice-President and two (2) representatives.

2) Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location.

3) The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled

working hours but no payment will be made for time spent outside regular hours.

4) Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least two (2) working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.

5) The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.

6) The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.

7) The representatives agree to make every effort to deal with issues in a co-operative manner.

5:00 BULLETIN BOARDS

5:01 The Union shall have the use of the bulletin boards on each floor of the City's premises, where applicable, as well as the office bulletin board in the Works building for the posting of notices relating to Union business or activity. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the union and such postings shall be removed only by an authorized representative of the Union.

6:00 MANAGEMENT RIGHTS

6:01 The Union agrees that the management of the City and the direction of the working forces are vested exclusively with the City. Subject to the provisions of this agreement, the City retains the sole right to hire, layoff, assign, promote, transfer, and to discipline, suspend or discharge employees for proper cause and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked and to establish rules and regulations governing the conduct of its employees. The City also has the sole and exclusive responsibility over the use of improved methods, machinery and

equipment and jurisdiction over all operations, building and tools which are the property of the City.

6:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

7:00 DISCRIMINATION

7:01 The City, the Union and their agents agree that there shall be no discrimination or harassment against any employee because of their membership in the Union, their duties as a Union Officer and/or for any reason as set out in the Ontario Human Rights Code.

7:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the City by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on City time, and no meetings on City premises except with the permission of the City.

7:03 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Department Head.

If the employee is not satisfied with the Department Head's response, the employee may submit the concern to the Chief Administrative Officer with a copy to the respective Department Head and Union. Upon conclusion of an investigation, the Chief Administrative Officer will provide a written response to the employee with a copy to the respective Department Head and Union.

8:00 GRIEVANCE PROCEDURE

8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings

shall be in writing at all steps. Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure. The City will arrange a hearing at the first step within fifteen (15) working days of receipt of the grievance.

Responses to all steps of the grievance procedure will be copied to the Union Grievance Committee Chair.

STEP I The employee assisted by a steward or an officer of the Union shall discuss the case with the Supervisor/Manager. The Supervisor/Manager shall render a decision within five (5) working days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached in Step I it may within five (5) working days of receipt of the Step I reply request a hearing by the Director of Human Resources or representative. The Director of Human Resources or representative shall render a decision within five (5) working days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached in Step II, it may within five (5) working days of receipt of the Step II reply, request a hearing by the Chief Administrative Officer, or representative. The Chief Administrative Officer, or representative, shall render a decision within five (5) working days of the hearing.

8:02 POLICY GRIEVANCE

Where the dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the City may file a grievance at Step II of the Grievance Procedure.

8:03 The time limits set out in the Grievance procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

8:04 DISCIPLINE/DISCHARGE GRIEVANCE

Whenever the Employer deems it necessary to issue a written disciplinary action, a letter of discipline shall be provided to the employee with a copy to the Union and the Human Resources Department.

In cases of discharge, the employee and/or the Union shall have the right to file a grievance at Step II of the grievance procedure, provided such grievance is filed within fifteen (15) working days from the date of discharge.

8:05 GROUP GRIEVANCE

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to their Supervisor or designate within fifteen (15) business days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of the Article shall then apply with respect to the processing of such grievance.

9:00 ARBITRATION

9:01 If the Union considers a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may within ten (10) working days of the receipt of the Step III reply, invoke the Arbitration provisions of the Agreement by providing written notice to the City of its referral of the grievance to Arbitration. Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

10:00 NO STRIKES OR LOCKOUTS

10:01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the City for the duration of this Agreement.

11:00 SENIORITY

11:01 The Corporation agrees that in the event of layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed in the reverse order in which they were laid off. During any such period of layoff an employee shall continue to accrue seniority for a period up to twelve (12) consecutive months but shall not be entitled to any other benefit except the right of recall to work.

11:02 However it is understood and agreed that in all cases of promotion to a higher job class, decreases in forces and recall after layoffs the following factors shall be considered:
(1) Qualifications to perform the work
(2) Seniority
Where qualifications to perform the work is considered to be equal, seniority shall be the determining factor.

11:03 A new employee shall be on probation until the employee has worked a period of six (6) months and paid according to the salary schedule for the job occupied and during such period the employee shall be subject to rights under the grievance procedure except on termination of employment. If retained after the probation period, such employee's seniority shall be dated from the day he or she commenced work.

11:04 Seniority shall be calculated from the last date of employment. Seniority shall be forfeited and employment will be terminated if:

(1) the employee voluntarily quits his employment;

(2) the employee is discharged for proper cause;

(3) the employee fails to report to work within fifteen days after being notified by registered mail to return to work following a layoff.

(4) the employee is absent from work for five (5) working days without permission or just cause.

(5) (a) the employee is absent from work due to non-occupational illness or accident subject to the following conditions:

(i) during the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in Article 18:00

(ii) at the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 18:00;

(iii) the City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.

(b) the employee is absent from work due to an occupational illness or accident for which W.S.I.B. is paid subject to the following conditions:

(i) during the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 18:00;

(ii) at the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 18:00;

(iii) the City agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated.

(6) an employee with less than five (5) years' service is absent from work for a period in excess of twelve (12) calendar months due to a layoff;

an employee with more than five (5) years' service is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

11:05 An up-to-date seniority list shall be posted on the appropriate bulletin boards for a period of thirty (30) days in January of each year.

11:06 A temporary vacancy is defined as a vacancy scheduled to be up to eight (8) months in duration.

It is understood that in cases of ESA protected leaves, such temporary vacancies and the related domino or cascade vacancies (if any) will automatically extend for the duration of said legislative leaves.

11:07 (a) The parties agree that an employee hired to fill a temporary vacancy shall not accrue seniority and shall not be provided with any benefits other than as required by law.

11:07 (b) Students are temporary employees hired for a school vacation period or semester under a Cooperative school program. Students shall not:

a) accrue seniority
b) have access to the grievance procedure
c) be provided with any benefits other than as required by law.

11:08 In the event that a temporary employee engaged in a temporary position works continuously for a period beyond the time specified in Article 11:06 such employee shall become established and entitled to all the benefits under this collective agreement. The Union shall be informed when a temporary employee is hired.

12:00 JOB POSTINGS

12:01 The City agrees to post all permanent vacancies, which occur within the bargaining unit for a period of not less than five (5) working days.

The new position or vacancy may also be advertised externally during the period of internal posting. The Employer agrees that no external applicant will be considered for the positions until all internal applicants are first considered.

The City further agrees not to hire new employees for jobs posted until the job posting time limit of five (5) working days has expired. Any employee wishing to make application shall do so within the required time limit in writing. All applications will be acknowledged within fourteen (14) days of receipt in writing.

12:02 The City agrees to forward to the Recording Secretary of the Union, copies of all job postings.

12:03 All job postings will contain:

1. Job Class
2. Salary Range

Any vacancy not filled within three (3) months of the expiry date of such job posting shall be considered cancelled, and prior to filling such vacancy it will be posted in accordance with Article 12:01.

12:04 The City agrees to forward to the Secretary-Treasurer of the Union the hourly wage of all new employees and also any change in salary of existing employees.

12:05 When an employee, as a result of a permanent job posting, is promoted to a higher job class or laterally transferred to another position in the same job class, the employee will be on a trial period for a period of four (4) months. Employees shall have the right to only one (1) lateral transfer every nine (9) months. If performance is not satisfactory during this period the City shall have the right to revert the employee back to their former position and salary. The employee also during such trial period shall have the right to revert to their former position and salary.

In the event of a newly created position that requires a review through the Job Evaluation Process and an estimated Job Class, the restriction regarding the lateral transfer will not apply.

13:00 TRANSFER TO TEMPORARY POSITION OUTSIDE BARGAINING UNIT

13:01 If an employee is appointed by the City to a position outside of the scope of the bargaining unit, such employee shall retain their

bargaining unit seniority for a period of twelve (12) months following such appointment.

No employee shall be transferred to a position outside the bargaining unit without their written consent.

If the employee remains in the position outside the scope of the bargaining unit beyond the above-noted twelve (12) month period or an accumulation of twelve (12) months, all bargaining unit seniority shall be removed from the bargaining unit seniority list. The Employer may extend the period above for transfers covering a leave protected under the Employment Standards Act but such extension shall not extend beyond 18 months.

If the employee returns to the bargaining unit before the above-noted twelve (12) to eighteen (18) month period (for ESA protected leaves), they shall resume accumulation from the date of their return to the bargaining unit and shall be credited with the seniority held immediately prior to the appointment.

During the period that the employee's bargaining unit seniority is being held by the bargaining unit while the employee is in a position outside of the bargaining unit, the amount of dues deducted will be calculated based on the employee's supervisory position hourly rate of pay as per Article 23 for all hours worked in the position outside of the bargaining unit.

14:00 LEAVE OF ABSENCE

14:01 The City may grant leave of absence without loss of seniority or occupational classification and without pay for a period up to ninety (90) days to any employee requesting such leave for a good and sufficient cause. Where possible application for leave of absence shall be made at least two (2) months prior to date of leave and the applicant shall be given notice in writing within fourteen (14) days from the date of application.

14:02 BEREAVEMENT LEAVE

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate

grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral. If the funeral is more than one hundred and sixty kilometres (160 km) from Sault Ste. Marie, the employee will be granted five (5) working days, which shall be any days that are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral or celebration of life.

Immediate family means: parent, step-parent, sibling, child, step-child, spouse, common-law spouse, grandchildren, grandparents, parent-in-law, grandparents-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under per part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral, or celebration of life of the employee's sibling-in-law, aunt and uncle, niece or nephew.

"spouse" means a person
(a) to whom the person is married, or
(b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
    (i) have cohabited for at least one year,
    (ii) are together the parents of a child, or
    (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; ("conjoint").

14:03 TRAINING

An employee seeking further training, to be used in the service of the City may be granted, if approved by Council, the necessary leave of absence to pursue their aim, and may be granted a subsistence allowance.

14:04 UNION BUSINESS

Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time

actually required to attend such conventions but not more than four (4) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.

14: 05 PAID APPROVED UNION LEAVE

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. Where possible, the Union shall provide the City with one week's notice of such Leave. The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one (1) hour at the CUPE 67 Civic JC 12 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to the Accounting Division with a copy to the Human Resources Department. It is understood that such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.

14:06 LEAVE OF UNION OFFICERS

Any employee who is elected or selected for a position with the Union or anyone with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of one (1) year. This period may be extended by the City at the end of the year. At no time shall such leave cost the City any additional monies and it is understood that all statutory pay and benefits contributions are the responsibility of the Union.

14:07 PREGNANCY/PARENTAL

Notwithstanding the length of service of an employee the Corporation shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

14:08 JURY DUTY

The City shall grant leave of absence without loss of seniority to an employee who serves as a juror in the District of Algoma. The City shall pay such employee the difference between their normal earnings and the payment they receive for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

14:09 COURT WITNESS DUTY

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a subpoenaed witness in any court.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

14:10 PERSONAL LEAVE DAYS

All employees will be entitled to two (2) paid personal leave days, per calendar year, that is deducted from their unused sick leave credits. If the sick leave bank is exhausted there is no entitlement to such benefit, no unpaid days can be used for this purpose. An employee may use this benefit for any reason. These days must be taken in whole day increments and must notify the employer where possible with twelve (12) hours' notice prior to the start of their regularly scheduled shift. Extenuating circumstances will be considered on their own merit if twelve (12) hours' notice is not provided.

15:00 REGULAR HOURS OF WORK AND WORKING CONDITIONS

15:01 The regular hours of work for all employees covered by this agreement shall be seven (7) hours per day, thirty- five (35) hours per week.

15:02 The City agrees to pay employees on standby one (1) hours pay at their regular rate for each eight hours required to be on standby in addition to the callout provisions of this agreement.

15:03 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.

15:04 (a) All hours worked outside the regular hours, when authorized by the Department Head, shall be paid for at time and one-half the employee's regular rate of pay, or shall be given time and one-half off with pay at a time mutually agreeable to the employee and the supervisor.

(b) Effective commencing February 1, 2015, employees selecting time off in lieu of overtime payment shall be permitted to accumulate a maximum bank of seventy (70) lieu time hours at any given time.
Requests for lieu time off will continue to be considered pursuant to the provisions of 15:04(a).

15:05 The Corporation shall pay a meal allowance of fifteen dollars ($15.00) (effective the first of the month following ratification of the Memorandum of Settlement by the Parties) for an employee required to work ten (10) hours or more and an additional meal allowance for every five (5) hours he is required to work thereafter.

In addition, the Corporation shall pay a meal allowance as outlined in the preceding sentence for an employee required to work five (5) consecutive hours on a call-out.

16:00 VACATIONS WITH PAY

16:01 All employees with less than 12 months service by December 31st, shall receive one day's vacation for each completed calendar month worked to a maximum of 10 days.
Such vacation shall be taken in the following year with pay at 4% of the previous years earnings.

16:02

(i) All employees who have completed one (1) calendar year of service and are in their second (2^{nd}) year of service shall receive two (2) weeks plus one (1) day of annual vacation at their regular rate of pay.

(ii) All employees who have completed two (2) calendar years of service and are in their third (3^{rd}) year of service shall receive two (2) weeks plus two (2) days of annual vacation at their regular rate of pay.

(iii) All employees who have completed three (3) calendar years of service and are in their fourth (4^{th}) year of service shall receive two (2) weeks plus three (3) days of annual vacation at their regular rate of pay.

16:03

(i) All employees who have completed four (4) calendar years of service and are in their fifth (5^{th}) year or sixth (6^{th}) year of service shall be allowed three (3) weeks of annual vacation at their regular rate of pay.

(ii) All employees who have completed six (6) calendar years of service and are in their seventh (7^{th}), eighth (8^{th}) or ninth (9^{th}) year of service

shall be allowed three (3) weeks plus one (1) day of annual vacation at their regular rate of pay.

16:04 All employees who have completed nine (9) calendar years of service and are in their tenth (10th) year of service but less than fifteen (15) years of service shall be allowed four (4) weeks annual vacation at their regular rate of pay.

16:05 All employees who have completed fourteen (14) years of service and are in their fifteenth (15th) year of service but less than twenty (20) years of service shall be allowed five (5) weeks annual vacation at their regular rate of pay.

16:06 All employees who have completed nineteen (19) calendar years of service and are in their twentieth (20th) year but less than twenty five (25) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.

(b) All employees who have completed 25 calendar years of services and are in their 26th year shall be allowed six (6) weeks plus one (1) day.

All employees who have completed 26 calendar years of services and are in their 27th year shall be allowed six (6) weeks plus two (2) days.

All employees who have completed 27 calendar years of services and are in their 28th year shall be allowed six (6) weeks plus three (3) days.

All employees who have completed 28 calendar years of services and are in their 29th year shall be allowed six (6) weeks plus four (4) days.

16:07 All employees who have completed twenty nine (29) calendar years of service and are in their thirtieth (30th) year or more shall be allowed seven (7) weeks annual vacation at their regular rate of pay.

16:08 An employee may accumulate annual vacation over a two year period, but may only carry over up to one week into the next calendar year without approval from a Department Head. Any carry over greater than one week, up to a maximum of two weeks, must be approved by the Department Head and Director of Human Resources.

16:09 The application to carry over holidays from one year to another must be submitted in writing to the head of the Department before October 15th of that year.

16:10 Employees who are off work without pay for 30 days or more shall have their vacation pay reduced in proportion to such time absent from work.

16:11 Applications for vacations during the year must be submitted in writing to the head of the Department before November 15th of the year preceding the vacation request with approval on or before December 1st each year.

Employees shall be given the opportunity of stating their preference for their vacation period according to length of service.

17:00 PAID HOLIDAYS

17:01 The following holidays shall be recognized as time off with pay for all regular employees:

New Year's Day	Civic Holiday
Family Day (3rd Monday in February)	Labour Day
Good Friday	National Day for Truth & Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the City shall be considered as the paid holiday for the purposes of this agreement.
Notwithstanding the above provision, where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day.
Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless:

(1) the employee is required to work on a paid holiday and does not work or leaves before the end of their shift without permission from the supervisor, or;

(2) the employee does not work their last scheduled shift prior to or their first scheduled shift after the paid holiday unless they were off work due to illness or with permission, or;
(3) subject to the provisions of the Employment Standards Act, the employee is on layoff on a paid holiday or;
(4) subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a paid holiday.

17:02 An employee required to work on a paid holiday shall receive pay at time and one-half the regular rate of pay for all hours worked in addition to the holiday pay.

18:00 WELFARE PLAN

18:01 It is agreed that the employees covered by this agreement will be provided with Green Shield benefits as listed:

- Ward Coverage
- Extended Health Care
  - Vision Care amount effective February 1, 2023: $475.00 and $500.00 (effective February 1, 2024) / 24 month. (Note – this amount can be used for laser eye surgery.)
  - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
  - Orthotics & orthopedic shoes maximum of one (1) pair $500 per calendar year.
  - Pharmacy dispensing fees capped at $11.00. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

Paramedical Benefit:

- Maximum of $1,500 per calendar year for any combination of the following services:
  Physiotherapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

- Maximum of $1500 per calendar year for Psychological Benefit (MSW, Registered Counsellor, Psychologist or Marriage & Family Therapist).

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, three thousand five hundred ($3,500 limit), at current ODA rates minus one year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

Coverage for new employees shall be effective as follows:

(a) Extended Health Care – 1st day of the month following date employed.

(b) Dental – 1st day of the month following completion of three (3) months service.

Temporary Employees
– Limited Benefit Coverage

Prescription Drug Benefit Plan at 90%/10% Co-Insurance
(Plan subject to elimination of OTC's and $11 Dispensing Fee Cap)
Vision Care amount effective February 1, 2023 $475 and increasing to $500 effective February 1, 2024 per 24 months

18:02 The City and the Union agree that a group life insurance plan providing benefits of one and one-half times basic salary shall be in effect. This plan to cover full time employees only with a three (3) month waiting period for new employees. The cost of this plan to be paid 100% by the City. Per the Insurer, life insurance coverage will convert to $10,000 on the day the employee attains age 65 and will terminate on the date the employee attains age 70.

18:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment. Per the Insurer, AD&D coverage will terminate on the date the employee attains age 65 or employment ceases.

18:04 All employees upon retirement may convert to $10,000 Group Life Insurance up to age 70, 100% of the cost to be paid by the employee.

18:05 All Full-Time Employees covered by this Agreement shall be provided with a Long Term Disability Plan, 100% of the cost to be paid by the

City. This plan to cover full time employees only with a three (3) month waiting period for new employees.
The parties agree that eligibility for L.T.D. benefits set out in Article 18:05 will cease when:

(a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or

(b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.

(c) An active employee attains age 65.

18:06 Coverage for Group Life Insurance and Long Term Disability shall normally be adjusted effective on the first day of May following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.
Coverage shall be in accordance with the terms and conditions of:
Manulife Policy 121684.

18:07 The City agrees to cover the payment of premiums for O.H.I.P. and Green Shield Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.

To be eligible for retiree benefits, the employee must have at a minimum the same number of continuous years of service equal to the number of years in which the employee can be in receipt of City-paid retiree benefits.

18:08 An employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits outlined in Article 18:01, 18:02 and 18:05.

18:09 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a

result of not being properly informed by an employee of their status for the purpose of insurance and medical coverage.

18:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction or premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union. The Union shall be advised within twenty-five (25) days of change in carrier.

19:00 SICK LEAVE

19:01 The provisions of this article cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illness covered by the Workers' Compensation Board.

19:02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six (6) months service such employee shall be credited with one and one-half (1 1/2) days per month from the date of employment. Sick leave shall not accumulate, during any period of absence without pay of 30 days or more, nor during any period for which sick leave is paid.

19:03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the City whether retiring voluntarily or dismissed for cause.

19:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.

19:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty-five (255) working days.

19:06 Recognized days off shall not be deducted from the accumulated sick leave.

19:07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as supported by the approved Certificate of a medical practitioner, if required by the Department Head.

The City shall, effective the 1st month following ratification of the Memorandum of Settlement by the parties pay up to sixty dollars ($60) for the completion of a City medical form when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

19:08 An employee in receipt of W.S.I.B. payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the Workplace Safety & Insurance Board shall be deposited with the City.

19:09 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the Director of Human Resources to take other employment.

19:10 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times check the current balance.

20:00 PENSIONS

20:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966.

20:02 The Corporation shall provide all eligible full-time employees with O.M.E.R.S. pension plan. All part-time employees shall be given the option to enroll.

21:00 SAFETY PROVISIONS

21:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The City will make all reasonable provision for the safety and protection of the health of the employees.

21:02 All permanent employees required to wear safety footwear in the performance of their duties will be provided with reimbursement up to a maximum of two hundred and fifty ($250.00) dollars per calendar year for the purchase of one (1) pair of C.S.A. approved safety boots. All employees will be required to provide proof of purchase in order to be reimbursed up to the maximum amount of two hundred and fifty ($250.00) dollars.

Any new employee who is required to purchase a pair of C.S.A. approved safety boots will be reimbursed up to the maximum of two hundred and fifty ($250.00) dollars. Should the employment be terminated prior to the end of the probationary period, the City shall recover the cost of the safety boot reimbursement in their final pay.

Where an employee is required to wear safety footwear on an occasional basis, the reimbursemnt for safety footwear will be granted on an "as needed basis" as approved by the Supervisor.

The City is prepared to arrange for employees designated by the City within the Engineering Division to be provided annually with one (1) voucher to obtain one (1) pair of coveralls or two (2) t-shirts (safety blaze orange) at a supplier designated by the City.

22:00 MILEAGE REIMBURSEMENT

22:01 Upon the authority of a Department Head an employee may be permitted to use their own car for travel in the performance of employer's work for the City.

22:02 Mileage Claim Forms must be submitted periodically, but no fewer than once per calendar year by December 31st to the Head of the Department for approval showing the number of kilometers traveled on City business.

22:03 When the Mileage Claim Form is approved, the City will pay to the employee a Mileage Reimbursement equal to the Canada Revenue Agency (CRA) prescribed rate for mileage as amended from time to time.

22:04 It is the employee's sole responsibility to insure their vehicle and the employer may require proof by a certificate of an insurance company that the car is insured for at least $1,000,000.00 public liability and property damage coverage while in use on City business.

23:00 WAGES

23:01 Jobs as determined by the Employer shall be described and classified and a rate of pay applied to such jobs.

23:02 STANDARD WAGE SCALE

Effective on February 1st, 2023 and continuing until January 31, 2028, the Standard Wage Scale shall be as follows:

February 1, 2023

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	$3,525	$23.24	9	$5,377	$35.45
1	$3,708	$24.45	10	$5,565	$36.69
2	$3,887	$25.63	11	$5,753	$37.93
3	$4,066	$26.81	12	$5,954	$39.26
4	$4,254	$28.05	13	$6,152	$40.56
5	$4,433	$29.23	14	$6,368	$41.99
6	$4,618	$30.45	15	$6,587	$43.43
7	$4,799	$31.64	16	$6,807	$44.88
8	$5,182	$34.17	17	$7,039	$46.41

February 1, 2024

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	$3,630	$23.94	9	$5,538	$36.51
1	$3,819	$25.18	10	$5,732	$37.79
2	$4,004	$26.40	11	$5,925	$39.07
3	$4,188	$27.61	12	$6,133	$40.44
4	$4,382	$28.89	13	$6,336	$41.78
5	$4,566	$30.11	14	$6,560	$43.25
6	$4,757	$31.36	15	$6,784	$44.73
7	$4,943	$32.59	16	$7,011	$46.23
8	$4,338	$35.20	17	$7,250	$47.80

February 1, 2025

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	$3,739	$24.66	9	$5,704	$37.61
1	$3,934	$25.94	10	$5,904	$38.92
2	$4,124	$27.19	11	$6,103	$40.24
3	$4,314	$28.44	12	$6,317	$41.65
4	$4,513	$29.76	13	$6,526	$43.03
5	$4,703	$31.01	14	$6,756	$44.55
6	$4,900	$32.30	15	$6,988	$46.07
7	$5,091	$33.57	16	$7,221	$47.61
8	$5,498	$36.25	17	$7,468	$49.24

February 1, 2026

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	$3,852	$25.39	9	$5,875	$38.74
1	$4,052	$26.72	10	$6,081	$40.09
2	$4,248	$28.01	11	$6,286	$41.45
3	$4,443	$29.30	12	$6,507	$42.90
4	$4,649	$30.65	13	$6,722	$44.32
5	$4,844	$31.94	14	$6,959	$45.88
6	$5,046	$33.27	15	$7,198	$47.46
7	$5,244	$34.57	16	$7,438	$49.04
8	$5,663	$37.34	17	$7,692	$50.71

February 1, 2027

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	$3,996	$26.35	9	$6,095	$40.19
1	$4,204	$27.72	10	$6,309	$41.60
2	$4,407	$29.06	11	$6,522	$43.00
3	$4,610	$30.39	12	$6,751	$44.51
4	$4,823	$31.80	13	$6,974	$45.98
5	$5,026	$33.14	14	$7,220	$47.60
6	$5,236	$34.52	15	$7,468	$49.24
7	$5,440	$35.87	16	$7,717	$50.88
8	$5,875	$38.74	17	$7,980	$52.62

23:03 The Standard Wage Scale Rate for each job class is the standard rate for all jobs classified within such job class.

23:04 In addition to the standard rates a schedule of training and development progressional rates is established containing the following:

(a) An intermediate rate at a level one job class increment below the standard rate;
(b) A starting rate at a level two job class increments below the standard rate, and

(c) A training rate at a level three job class increments below the standard rate.

23:05 The Schedule of Progressional Rates defined in Section 23:04 applies to each job in the respective job classes for period of time as follows:

(a) Job Class 1: One period of one year at an intermediate rate;

(b) Job Class 2 to 4 inclusive: Two periods of one year; (1) the first at a training rate; and
(2) the second at an intermediate rate.

(c) Job Class 5 and higher: Three periods of one year;
(1) the first at a training rate; and
(2) the second at a starting rate; and
(3) the third at an intermediate rate.

23:06 All employees will progress to the next higher applicable rate on February 1st, 1972 except: anyone hired on or after February 1st, 1969 or anyone whose job class was changed on or after February 1st, 1969. These employees will receive their increment on the beginning of the pay period closest to the anniversary date of hiring or change. Effective February 1st, 2023 and continuing until January 31st, 2028 the Schedule of Progressional Rates shall be as follows:

FEBRUARY 1, 2023 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3525	23.24	
1					3525	23.24	3708	24.45	One 1 year
2			3525	23.24	3708	24.45	3887	25.63	Two 1 year
3			3708	24.45	3887	25.63	4066	26.81	Two 1 year
4			3887	25.63	4066	26.81	4254	28.05	Two 1 year
5	3887	25.63	4066	26.81	4254	28.05	4433	29.23	Two 1 year
6	4066	26.81	4254	28.05	4433	29.23	4618	30.45	Three 1 year
7	4254	28.05	4433	29.23	4618	30.45	4799	31.64	Three 1 year
8	4618	30.45	4799	31.64	4993	32.92	5182	34.17	Three 1 year
9	4799	31.64	4993	32.92	5182	34.17	5377	35.45	Three 1 year
10	4993	32.92	5182	34.17	5377	35.45	5565	36.69	Three 1 year
11	5182	34.17	5377	35.45	5565	36.69	5753	37.93	Three 1 year
12	5377	35.45	5565	36.69	5753	37.93	5954	39.26	Three 1 year
13	5565	36.69	5753	37.93	5954	39.26	6152	40.56	Three 1 year
14	5753	37.93	5954	39.26	6152	40.56	6368	41.99	Three 1 year
15	5954	39.26	6152	40.56	6368	41.99	6587	43.43	Three 1 year
16	6152	40.56	6368	41.99	6587	43.43	6807	44.88	Three 1 year
17	6368	41.99	6587	43.43	6807	44.88	7039	46.41	Three 1 year

FEBRUARY 1, 2024 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3630	23.94	
1					3630	23.94	3819	25.18	One 1 year
2			3630	23.94	3819	25.18	4004	26.40	Two 1 year
3			3819	25.18	4004	26.40	4188	27.61	Two 1 year
4			4004	26.40	4188	27.61	4382	28.89	Two 1 year
5	4004	26.40	4188	27.61	4382	28.89	4566	30.11	Two 1 year
6	4188	27.61	4382	28.89	4566	30.11	4757	31.36	Three 1 year
7	4382	28.89	4566	30.11	4757	31.36	4943	32.59	Three 1 year
8	4757	31.36	4943	32.59	5143	33.91	5338	35.20	Three 1 year
9	4943	32.59	5143	33.91	5338	35.20	5538	36.51	Three 1 year
10	5143	33.91	5338	35.20	5538	36.51	5732	37.79	Three 1 year
11	5338	35.20	5538	36.51	5732	37.79	5925	39.07	Three 1 year
12	5538	36.51	5732	37.79	5925	39.07	6133	40.44	Three 1 year
13	5732	37.79	5925	39.07	6133	40.44	6336	41.78	Three 1 year
14	5925	39.07	6133	40.44	6336	41.78	6560	43.25	Three 1 year
15	6133	40.44	6336	41.78	6560	43.25	6784	44.73	Three 1 year
16	6336	41.78	6560	43.25	6784	44.73	7011	46.23	Three 1 year
17	6560	43.25	6784	44.73	7011	46.23	7250	47.80	Three 1 year

FEBRUARY 1, 2025 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3739	24.66	
1					3739	24.66	3934	25.94	One 1 year
2			3739	24.66	3934	25.94	4124	27.19	Two 1 year
3			3934	25.94	4124	27.19	4314	28.44	Two 1 year
4			4124	27.19	4314	28.44	4513	29.76	Two 1 year
5	4124	27.19	4314	28.44	4513	29.76	4703	31.01	Two 1 year
6	4314	28.44	4513	29.76	4703	31.01	4900	32.30	Three 1 year
7	4513	29.76	4703	31.01	4900	32.30	5091	33.57	Three 1 year
8	4900	32.30	5091	33.57	5297	34.92	5498	36.25	Three 1 year
9	5091	33.57	5297	34.92	5498	36.25	5704	37.61	Three 1 year
10	5297	34.92	5498	36.25	5704	37.61	5904	38.92	Three 1 year
11	5498	36.25	5704	37.61	5904	38.92	6103	40.24	Three 1 year
12	5704	37.61	5904	38.92	6103	40.24	6317	41.65	Three 1 year
13	5904	38.92	6103	40.24	6317	41.65	6526	43.03	Three 1 year
14	6103	40.24	6317	41.65	6526	43.03	6756	44.55	Three 1 year
15	6317	41.65	6526	43.03	6756	44.55	6988	46.07	Three 1 year
16	6526	43.03	6756	44.55	6988	46.07	7221	47.61	Three 1 year
17	6756	44.55	6988	46.07	7221	47.61	7468	49.24	Three 1 year

FEBRUARY 1, 2026 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3852	25.39	
1					3852	25.39	4052	26.72	One 1 year
2			3852	25.39	4052	26.72	4248	28.01	Two 1 year
3			4052	26.72	4248	28.01	4443	29.30	Two 1 year
4			4248	28.01	4443	29.30	4649	30.65	Two 1 year
5	4248	28.01	4443	29.30	4649	30.65	4844	31.94	Two 1 year
6	4443	29.30	4649	30.65	4844	31.94	5046	33.27	Three 1 year
7	4649	30.65	4844	31.94	5046	33.27	5244	34.57	Three 1 year
8	5046	33.27	5244	34.57	5456	35.97	5663	37.34	Three 1 year
9	5244	34.57	5456	35.97	5663	37.34	5875	38.74	Three 1 year
10	5456	35.97	5663	37.34	5875	38.74	6081	40.09	Three 1 year
11	5663	37.34	5875	38.74	6081	40.09	6286	41.45	Three 1 year
12	5875	38.74	6081	40.09	6286	41.45	6507	42.90	Three 1 year
13	6081	40.09	6286	41.45	6507	42.90	6722	44.32	Three 1 year
14	6286	41.45	6507	42.90	6722	44.32	6959	45.88	Three 1 year
15	6507	42.90	6722	44.32	6959	45.88	7198	47.46	Three 1 year
16	6722	44.32	6959	45.88	7198	47.46	7438	49.04	Three 1 year
17	6959	45.88	7198	47.46	7438	49.04	7692	50.71	Three 1 year

FEBRUARY 1, 2027 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3996	26.35	
1					5296	34.92	4204	27.72	One 1 year
2			5296	34.92	5572	36.74	4407	29.06	Two 1 year
3			5572	36.74	5841	38.51	4610	30.39	Two 1 year
4			5841	38.51	6109	40.28	4823	31.80	Two 1 year
5	4407	29.06	6109	40.28	6392	42.15	5026	33.14	Two 1 year
6	4610	30.39	6392	42.15	6661	43.92	5236	34.52	Three 1 year
7	4823	31.80	6661	43.92	6939	45.75	5440	35.87	Three 1 year
8	5236	34.52	7210	47.54	7502	49.46	5875	38.74	Three 1 year
9	5440	35.87	7502	49.46	7787	51.34	6095	40.19	Three 1 year
10	5660	37.32	7787	51.34	8078	53.26	6309	41.60	Three 1 year
11	5875	38.74	8078	53.26	8361	55.13	6522	43.00	Three 1 year
12	6095	40.19	8361	55.13	8643	56.99	6751	44.51	Three 1 year
13	6309	41.60	8643	56.99	8947	58.99	6974	45.98	Three 1 year
14	6522	43.00	8947	58.99	9243	60.94	7220	47.60	Three 1 year
15	6751	44.51	9243	60.94	9569	63.09	7468	49.24	Three 1 year
16	6974	45.98	9569	63.09	9897	65.25	7717	50.88	Three 1 year
17	7220	47.60	9897	65.25	10227	67.43	7980	52.62	Three 1 year

23:07 The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.

23:08 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to be at intervals of work as specified in Section 23:05 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

23:09 An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.

23:10 An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and

(a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred;
or

(b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.

23:11 An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an; employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.

23:12 When hiring new employees the minimum rate shall not necessarily be the hiring rate and the corporation at its discretion shall assign the appropriate rate.

23:13 A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the City as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date such rate adjustment is made, the employees, if below the standard rate classification, shall

be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.

23:14 TEMPORARY TRANSFER

In case of a temporary transfer an employee's rate assignment shall not be changed, except as required for progression to a higher applicable rate level, if any, as provided in Section 23:08. The rate assignment of an employee temporarily transferred to a job in a higher job class shall be changed when such employee occupies the job for a period of one (1) working day at which time such employee's rate assignment shall be changed in accordance with the provisions of Section 23:09 and such change shall be effective from the first day such employee occupied the job.
At the end of the temporary assignment such employee shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job

23:15 TEMPORARY TRANSFER OPPORTUNITIES

If a temporary employment opportunity exists within a Department and the Department deems it necessary to hire a temporary employee, prior to proceeding to hire from the outside labour market, a "Notice of Temporary Transfer Opportunity" will be posted for three (3) days.

The City will post temporary vacancies when it is known at the time the vacancy occurs to be greater than three (3) months in duration. If an extension of three (3) months or more is required with respect to the temporary vacancy, such temporary vacancy shall be posted. It is understood there shall be only one (1) such extension.

Permanent employees who wish to be considered for such temporary transfer opportunities must respond to the Notice.

It is understood that selection of interested employees will be at the discretion of the Department.

Employees while temporarily transferred will not be considered for any other temporary transfer opportunities. Employees who are on probation shall not be allowed to temporarily transfer within their probationary period.

Temporary transfers are subject to the terms and conditions of article 23:14 and are also subject to the mutual agreement of the Department Heads concerned. Employees temporarily transferred must accept a lower pay scale if transferred to a lower rated classification.

A Notice of Temporary Transfer shall not be required for temporary job opportunities of less than three (3) months duration.

It is agreed and understood that the application of this letter and any selection of employees for temporary transfer will not be subject to the grievance procedure.

23:16 Except as otherwise provided, no basis shall exist for an employee covered by this agreement to allege that a salary inequity exists and no grievance on behalf of an employee alleging a salary rate inequity shall be filed or processed during the term of this agreement.

23:17 A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this agreement as Appendix "A".

24:00 STATUS CHANGE PROCESS

24:01 PERMANENT PART-TIME TO PERMANENT FULL-TIME

The following is the process when a Permanent Part–time employee is successful to a job posting for a Permanent Full-time position:

Seniority

The City shall calculate the number of hours the employee worked as a Permanent Part-time employee.

The City shall convert the part time service hours to full time service hours and then accordingly back date the seniority from the Permanent Full-time hire date at seven (7) hours equals one (1) day to establish a seniority date on the Seniority list.

Vacation

Using the hours calculated above as a proportion of 1820 full time hours in a year, the employee will receive credit of the appropriate number of days' vacation in the following calendar year based upon the collective agreement.

Since Permanent Part-time employees are paid 4% vacation pay (or 6% after five (5) years, per ESA) with each cheque, the employee shall not be entitled to any vacation pay in the current calendar year when hired as a Full Time employee but shall be entitled to take the credited number of days off without pay in the current calendar year.

Sick Leave

Based upon the number of hours credited converted to months of full-time service, the entitlement to Sick Leave would be subject to precisely the wording of the collective agreement. The employee must attain the equivalent of six (6) months' service (i.e. 910 hours of work) to qualify for sick leave.

Probationary & Trial Period

All new Permanent Part–time employees are subject to a Probationary period and not eligible for the job posting process until successful completion of the probationary period.

Seniority List and Permanent Part-Time Employees

The City shall list Permanent Part-time employees separately on the Seniority list and show their corresponding number of hours worked.

A hiring letter for a Permanent Part-time employee shall indicate a 910 hour Probationary Period.

Employee Benefits

All other benefit entitlements would flow pursuant to your actual hiring date as a permanent full time employee.

Calculations for OMERS service remain subject to OMERS rules.

25:00 CONTRACTING OUT

25:01 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no employee who has completed three (3) years of continuous service will be laid off due to contracting out.

26:00 GENERAL

26:01 Employees may request, in advance, the examination of the Human Resources Department file of their records. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Director of Human Resources or designate and the employee.

27:00 RIGHT TO HAVE STEWARD PRESENT

An employee shall have the right to have a representative of the Union present at a meeting which might be the basis of disciplinary action.

28:00 TERM OF AGREEMENT

28:01 This agreement shall continue in force and effect from February 1st, 2023 until January 31st, 2028. Either party to this Agreement may, not more than ninety (90) days, and not less than thirty (30) days prior to January 31st, 2028 present to the other party in writing proposed terms of a new or further Agreement and/or Amendments to this Agreement and a conference shall be held within fifteen (15) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by January 31st, 2028, this Agreement and all its terms will continue in force until a new Agreement is executed.

28:02 Notice that amendments are required shall only be given within a period of not more than ninety days or less than thirty days prior to the expiration date of this agreement or any anniversary date of such expiration date.

28:03 If notice of amendments or termination is given by either party the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving of such notice, if requested to do so.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

"_____"
(MAYOR)

"_____"
(CITY CLERK)

LOCAL #67, CANADIAN UNION PUBLIC EMPLOYEES

"Jenelle Matt"
(PRESIDENT)

"Lynn Aubé"
(RECORDING SECRETARY)

APPENDIX "A"

(List of jobs covered by this Agreement)

DEPARTMENT & JOB TITLE	JOB CLASS
CLERK'S DEPARTMENT:	
Vital Statistics Clerk	5
Administrative Clerk	5
Council Agenda Clerk	5
Licence Coordinator	9
CLERK'S DEPARTMENT - Office Services:	
Coordinator Office Services	8
Office Services Clerk	5
COMMUNITY SERVICES DEPARTMENT:	
Office Clerk	4
Switchboard/Receptionist	3
Payroll Clerk	5
COMMUNITY SERVICES DEPARTMENT - Community Centres Division:	
Records Clerk	4
Office Clerk	4
Box Office Clerk	6

ENGINEERING & PLANNING DEPT. - Engineering & Construction:

Lab Technician	13
GIS Technician	10
Engineering Tech IV	15
Engineering Tech III	13
Engineering Tech II	11
Engineering Tech I	8
Administrative Support Clerk	6

ENGINEERING & PLANNING DEPARTMENT - Building Division:

Coordinator of Plans Examination	17
Coordinator of Building Inspections	17
Building Inspector:	
Level 2	12
Level 3	14
Level 4	15
Senior Plans Examiner	14
By-law Enforcement Officer	10
Plans Examiner	9
Administrative Clerk	5

ENGINEERING & PLANNING DEPARTMENT - Planning Division:

Senior Planning Technician	11

G.I.S. Coordinator	11
Secretary-Treasurer Committee of Adjustment and Buildings	12
Planning Technician	7
Administrative Clerk	5

ENGINEERING & PLANNING DEPARTMENT - Building Services:

Handyperson/Caretaker	Feb. 1, 2023	$31.06
	Feb. 1, 2024	$31.99
	Feb. 1, 2025	$32.95
	Feb. 1, 2026	$33.94
	Feb. 1, 2027	$35.21
Caretaker		2
Cleaner		Base Rate

LEGAL DEPARTMENT:

Legal Clerk	5

LEGAL DEPARTMENT - Provincial Offences (POA)

Court Administration Clerk/Cashier	7
Court Administration Enforcement Clerk/Court Reporter	6
Legal Clerk	3

PUBLIC WORKS & TRANSPORTATION DEPARTMENT:

Time Verification Clerk	8
Accounting Clerk	7

Receptionist/Dispatcher	7
Traffic Analyst	8
Shop Clerk	6
Administrative Support Clerk	7

PUBLIC WORKS & TRANSPORTATION DEPARTMENT – Transit/Parking Division:

Dispatcher Clerk	6
Parabus Dispatcher	5
Administrative Clerk	6
Accounts Clerk	4
Clerk (part-time position)	2
Customer Service Representative	3
Accounts Clerk (Parking)	4
Clerk (Parking)	3

PUBLIC WORKS & TRANSPORTATION DEPARTMENT - Cemetery Division

Office Clerk	4

FINANCE DEPARTMENT:

Administrative Clerk	6
Clerk	3

Administrative Support Clerk	4

FINANCE DEPARTMENT - Accounting Division:

General Ledger Accountant	10
Accounting Coordinator	12
General Accountant	9
Senior Payroll Clerk	10
Senior Accounting Clerk	9
Payroll Clerk	7
Accounting Clerk (General)	7
Accounting Clerk	7
Accounts Payable Clerk	6
Accounts Payable / Receivable Clerk	6
Cashier	5

FINANCE DEPARTMENT - Tax & Licence Division:

Tax Analyst	10
Administrative Support Clerk	6
Tax Clerk	5
Cashier	5

FINANCE DEPARTMENT - Purchasing Division:

Senior Purchaser	10

Purchaser	7
Purchasing Clerk	5

FINANCE DEPARTMENT - Information Systems Division:

Personal Computer Support Technician	11
Systems Operator/PC Technician	11

Part Time

The City may utilize Part-time employees i.e. less than twenty four (24) hours per week or up to 1250 hours per year, such positions to be listed in Appendix A. Union will be advised in advance of the implementation of additional Part time positions. It is understood that Part time employees shall not be entitled to any benefits except as required by law, and shall not be entitled to welfare benefits as provided in the collective agreement.

APPENDIX "B"

LETTER #1

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

The parties agree in principle to the following amendment to this clause:

Article 19:08

An employee absent on W.S.I.B. shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the employee that will approximate but not exceed such employee's net pay.

It is agreed that this amendment is subject to a review of the actual method of calculation, the matter will be finalized by letter of agreement.

Signed at Sault Ste. Marie this 1st day of June, 2023

FOR THE UNION	FOR THE CITY
"Sharon St. Pierre"	"Ida Bruno"
"Michelle Quinton"	"Nicole Ottolino"
"Kevin Lavergne"	"Peter Tonazzo"
"Katherine Roy?"	"Shelley Schell"
	"Carl Rumiel"
	"Justine Palmer"

LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

The parties agree that this letter of understanding shall serve as a guideline for the application of Article 11:02 in matters of decreases in forces and recalls to former positions.

It is agreed that in the application of seniority and qualifications, that in normal circumstances the incumbent in the higher job classes, i.e. Job Class 7 and above, will be presumed to have the greater qualifications to perform the work, except if the senior employee has previously performed the work and established the ability to do the job.

In the displacement of employees in lower job classes, due consideration will be given to the skill level and the period of familiarization and due regard to any special skills required to perform the job.

The foregoing is not intended as an abrogation of any rights contained within the collective agreement.

Signed at Sault Ste. Marie this 1st day of June, 2023

FOR THE UNION	FOR THE CITY
"Sharon St. Pierre"	"Ida Bruno"
"Michelle Quinton"	"Nicole Ottolino"
"Paul Edwards"	"Peter Tonazzo"
"Katherine Roy"	"Shelley Schell"
	"Carl Rumiel"
	"Justine Palmer"

LETTER #3

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

ACCOMMODATIONS

The Return-to-Work Coordinator or Designate will request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

a) A permanent disability; or

b) A temporary disability known at the outset to be for a duration greater than thirty (30) days.

- *The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return-to-Work Coordinator or designate shall not delay the accommodation process.

- *Either party may request a re-scheduling of a meeting with notice to the other party within five (5) days of such meeting being scheduled.

- Both parties recognize the benefits of early and safe return to work and the parties endeavor to schedule meetings to deal with such matters as promptly as possible.

  The Union can propose alternative accommodations including entry-level positions.

  It is understood the employee and Union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation.

The Return-to-Work Coordinator or designate will arrange quarterly meetings with the designated Union Representative to review accommodation activity.

Signed at Sault Ste. Marie this 31st day of January, 2023.

FOR THE UNION	FOR THE CITY
"Michelle Quinton"	"Ida Bruno"
"Katherine Roy"	"Nicole Ottolino"
"Sharon St. Pierre"	"Shelley Schell"
"Kevin Lavergne"	"Carl Rumiel"
	"Peter Tonazzo"
	"Daniel Turco"

LETTER #4

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

JOB EVALUATION SYSTEM REVIEW

The parties agree to meet at a minimum once per year during the term of the collective agreement to review jobs under the Job Evaluation system as well as any other system(s) the parties may wish to discuss.

The parties may by mutual agreement during the course of the collective agreement agree to replace the existing Job Evaluation System with a new system.

Signed at Sault Ste. Marie this 31st day of January, 2023.

FOR THE UNION	FOR THE CITY
"Michelle Quinton"	"Ida Bruno"
"Katherine Roy"	"Nicole Ottolino"
"Sharon St. Pierre"	"Shelley Schell"
"Paul Edwards"	"Carl Rumiel"
	"Peter Tonazzo"
	"Daniel Turco"

LETTER #5

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

C.U.P.E. Local 67 ("CUPE") and the Corporation of the City of Sault Ste. Marie ("the City") entered into negotiations to amend the collective agreement in January of 2023. The union submitted a proposal under Article 15 – Regular Hours of Work and Working Conditions for new language pertaining to a compressed work week cycle. This involved varying the standard five (5) day work week into fewer but longer days to facilitate additional time off. The City, in response, countered with an offer to include this letter of understanding into the Minutes of Settlement to demonstrate our commitment to implementing a pilot project.

Whereas the employer has the right to set the working conditions, location and scheduled hours of work and;

Whereas the employer will consider the union proposal as an upcoming pilot project among the employees of Local 67 and management;

The parties agree on a without prejudice or precedent basis to the following:

1. Within one (1) month of full ratification of the collective agreement, the City will strike a committee consisting of both management and union representation from each functional area.
2. The Committee's purpose will be to provide input on the scope, terms and conditions of a potential compressed work week and/or hybrid schedule and the impact on their functional area(s);
3. Management solely retains the right to set conditions of work and will review both union and non-union positions within the organization to establish those which are operationally eligible for a compressed schedule and/or hybrid remote work schedule;

4. Human Resources would then develop an operating proposal and corporate policy to frame the purpose, scope terms and conditions for consideration by the Senior Management Team;
5. It is understood that Remote Team Leadership / Management Training will need to occur prior to implementation. Human Resources will arrange for the provision of any necessary training for Supervisors and Managers;
6. Management will develop an IT and communications strategy for employees and stakeholders;
7. If approved by the Senior Management Team, the City would enter into a one (1) year pilot project to test the new schedule(s), with the option to amend and/or extend as necessary.

Signed at Sault Ste. Marie this 1st day of June, 2023

FOR THE UNION	FOR THE CITY
"Sharon St. Pierre"	"Ida Bruno"
"Michelle Quinton"	"Nicole Ottolino"
"Kevin Lavergne"	"Peter Tonazzo"
"Paul Edwards	"Shelley Schell"
	"Carl Rumiel"
	"Justine Palmer"

NOTES

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-206

ZONING: A by-law to remove the Holding (H) Provision from Zoning By-laws 2005-150 and 2005-151 for a part of the lands known municipally as 551 Korah Road (1000285353 Ontario Inc. – Steve Ficociello).

WHEREAS on November 20, 2023, the Council for the City approved the Report of the Junior Planner dated November 20, 2023 (the "Report") concerning Application No. A-10-23-Z (the "Application") which Report recommended that City Council approve the Application which sought the removal of the Holding Provision against the Lands, which Subject Property was identified and marked as the "Subject Property" on the Subject Property Map attached as Map 80/1-90 to the said Report;

AND WHEREAS the Council for the City is empowered to enact By-laws by virtue of the provisions of Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, with permits Council to pass by-law prohibiting the use of land, buildings or structures within a defined area or areas;

AND WHEREAS the Council for the City is empowered to enact this By-law by virtue of the provisions of Section 36 of the *Planning Act*, R.S.O. 1990, c. P.13;

AND WHEREAS notice of removal of the Holding Provision has been provided in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c. P.13;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 36 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **REMOVAL OF THE HOLDING PROVISION –LANDS COMPRISING 551 KORAH ROAD**

   (a) Holding "H" Provision be removed from the Subject Property, which lands are outlined and marked as the "Subject Property" on Map 80/1-90 attached hereto as Schedule "A" to this By-law.

   (b) City Zoning By-laws 2005-150 and 2005-151 are hereby amended to give effect to the foregoing and shall in all other respects remain in full force and effect.

2. **SCHEDULE "A"**

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

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law.

4. **EFFECTIVE DATE**

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

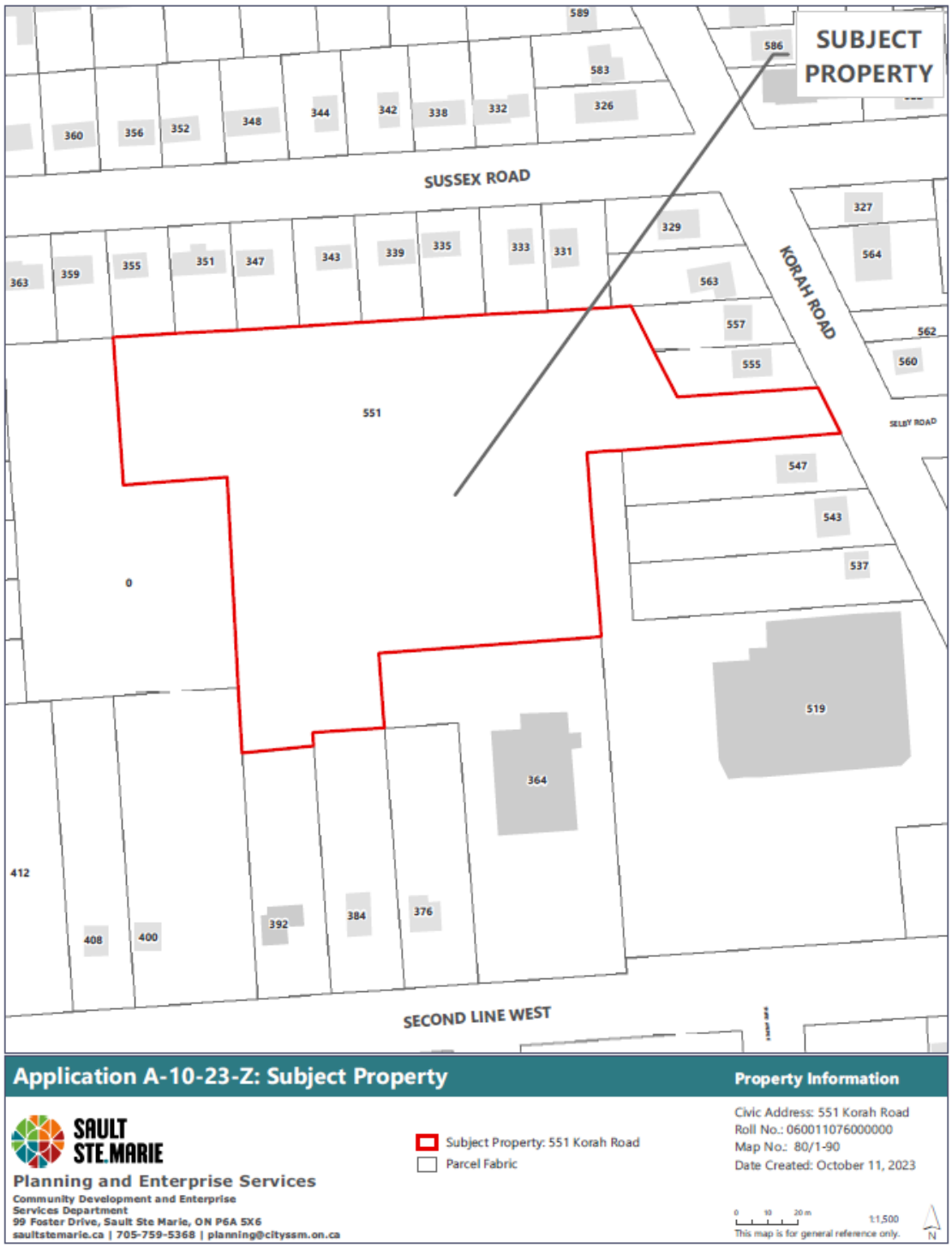
PASSED in Open Council this 18th day of December, 2023.

_____
MAYOR MATTHEW SHOEMAKER

_____
CITY CLERK RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2023\Prentice Avenue, 0 & Korah Road, 551\By-law 2023-206 (removal of holding provision).docx

SCHEDULE “A” TO BY-LAW 2023-206



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-209

PARKING: A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act,* R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows**:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

   Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-209 AMEND BY-LAW 90-305 MUNICIPAL LAW ENFORCEMENT OFFICERS.DOCX

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
SCHEDULE "A"			
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR,DEREK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
253	TRAVESON,TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
267	CORBIERE,JOHN(TED)	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE,KEN	HOLIDAY INN.	320 BAY ST.
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN,LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
411	MOORE,ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL,MARK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
463	MORIN,ALEX	CORPS. OF COMM.	GREAT LAKES FOREST RESEARCH CENTRE
464	DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX/JOHN RHODES COMMUNITY CENTRE/ NORTHERN COMMUNITY
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVC CENTRE)
565	LISCUMB,GERALD	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL IN	RJ'S MARKET

665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
707	FINN, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
708	POWLEY, CHAD	G4S SECURITY	SAULT AREA HOSPITAL
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St.
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT AREA HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
735	KEMP, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/ ST. BERNARDS 1139 QUEEN ST E / 303 MACDONALD AVE / 405 QUEEN ST E
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W/1139 Queen /303 MacDonald/405 Queen
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524,524A,536,& 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
750	NEVEAU, ERIC	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
751	BRETON, JULIEN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
753	DISANO, RONALD	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
754	DAVIES, RHONDA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
759	FITTON, MATTHEW	G4S SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4S SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4S SECURITY	SAULT AREA HOSPITAL
763	CIOTTI, MARK	DSSAB	SSM HOUSING PROPERTIES
764	PARDY, NATHAN	KC SECURITY	PWT, 556 Queen St E, ADSB& HSCDSB-All Locations, Notre Dame Du Sault, Bushplane Museum, 116 Industrial Park Cres, Public Libraries, NCC, YMCA, Haldimand Coop, 60 Pim St, 331 Korah Rd & 149A Trunk Rd/275
765	LAPRADE, DANIEL	KC SECURITY	PWT, 556 Queen St E, ADSB& HSCDSB-All Locations, Notre Dame Du Sault, Bushplane Museum, 116 Industrial Park Cres, Public Libraries, NCC, YMCA, Haldimand Coop, 60 Pim St, 331 Korah Rd & 149A Trunk Rd/275
766	PALARO, DONALD	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
767	JOHNSON, DREW	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK & BELLEVUE MARINA
768	TULLOCH, BRANDON	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W

769	WEST, NADINE	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
770	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
771	JANKAR, PAVAN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
772	SINGH, ARSHPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
773	VERMA, PUNEET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
774	GILL, HARPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
775	KUMAR, ANKUR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
776	FRANCE, ADAM	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
777	LONG, CHRISTYNE	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
778	SEWELL, CAROLYN	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
779	BONIN, THOMAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
780	SINGH, GURPREET	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
781	PATEL, JANKI	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
782	PATEL, PARAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
783	THOROLD, EDWARD	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
784	MORIN, KEVIN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
785	SULLIVAN, KASSANDRA	G4S SECURITY	SAULT AREA HOSPITAL
786	DUDGEON, JAMIE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
787	HINZ, MIKAELA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
788	LAPISH, ALEXANDER	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
789	BRUNI, MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL
790	GREGO, JOSHUA	166721 ONTARIO INC	DOCTORS BUILDING - 955 QUEEN ST E
791	SGOURADITIS, RENEE	UNIT PARK	420 QUEEN ST E, 70 FOSTER DR
792	CHAPMAN, DANIEL	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
793	DEEVEY, CODY-LEE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
794	CHIASSON, VIOLOA	WILLIAMS MCDANIEL	GARDEN COURTS APARTMENTS - 721/731 PINE ST, 62/76 ALLARD ST
795	PLAUNT, DOUGLAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
796	SINGH, RAMANDEEP	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
797	PETERS, JOHNATHAN	HOLIDAY INN EXPRESS	320 BAY STREET
798	ROBINSON, GRANT	HOLIDAY INN EXPRESS	321 BAY STREET
799	VINE, GLEN	HOLIDAY INN EXPRESS	322 BAY STREET
800	GRECO, GIUSEPPE	QUEENSTOWN IDA	302 QUEEN ST E (PROPERTY ON KING ST), 30 KING ST
801	FOUCHER, JORDAN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
802	ROBERT, LEONARD	NORTHEAST SECURITY	773 GREAT NORTHERN RD (GROUP HEALTH CENTRE)
803	MCMILLAN, TAYLOR	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
804	STOROZUK, JAMES	SKYLINE LIVING	621,627,631 MACDONALD AVENUE
805	MCLURG, SCOTT	SKYLINE LIVING	621, 627, 631 MACDONALD AVENUE
806	LEMIRE, MICHEL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
807	PIHELGAS, JARI	CITY OF SAULT STE MARIE	STRATHCLAIR, DOG PARK, JOHN RHODES, NORTHERN COMMUNITY CENTRE
808	JOHAL, SUKHSIMRATPREE	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
809	AYUSH, AYUSH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
810	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
811	BOUCHARD, EMILY	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
812	KAUR, PARMINDERJIT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
813	KAUR, SIMRANJIT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
814	NATT, THAKUR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
815	WAGNER, MATTHEW	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
816	DHANEKAR, PUSHKAR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
817	SEABROOK, CARRIE	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
818	THOROGOOD, WILLIAM	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
819	BOND, JACELYN	STATION MALL	STATION MALL 293 BAY ST
820	ADAMS, MERRICK	STATION MALL	STATION MALL 293 BAY ST
821	SWINN, MITCHELL	STATION MALL	STATION MALL 293 BAY ST
822	BIRCH, KYLE	STATION MALL	STATION MALL 293 BAY ST
823	DESGAGNES, ALYSSA	STATION MALL	STATION MALL 293 BAY ST
824	RIGGINS, DAKOTA	STATION MALL	STATION MALL 293 BAY ST
825	TURCO, DEVON	STATION MALL	STATION MALL 293 BAY ST
826	STONEMAN, ROBERT	OFRA	721/723/725/727 NORTH STREET
827	HUNTER, JASON	OFRA	721/723/725/727 NORTH STREET
828	PIGEAU, MARNEY	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
829	VERMA, TARUN	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
830	TRUDEL, SAMUEL	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
831	KAUR, HARNOOR	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
832	RAINVILLE, KEELY	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
833	SEHGAL, RAJU	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
834	PARNEET KAUR	NORTHEAST SECURITY	SAULT COLLEGE
835	AAKANKSHA, AAKANKSHA	NORTHEAST SECURITY	SAULT COLLEGE
836	GREENWOOD, AUDREY	GREENWOODS LOCKSMITH	41 ALBERT ST W
837	RATHBONE, NORMAN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
838	MORRELL, DIANE	CITY OF SAULT STE MARIE	JOHN RHODES
839	LITALIEN, MICHELLE	SAULT COLLEGE	SAULT COLLEGE
840	CIRCI, ELVIS	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
841	SONI, AASHUTOSHKUMAR	NORTHEAST SECURITY	GROUP HEALTH CENTRE SITES
842	WRIGHT, ROBERT	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
843	MAY, TAINA LIISA	VJ PROPERTY MANAGEMEN	70 EAST ST

844	MCCONNEL, CLINTON	NORTHEAST SECURITY	SAULT AREA HOSPITAL
845	WHETEN, AARON	NORTHEAST SECURITY	SAULT AREA HOSPITAL
846	HURLEY, ISSAC	NORTHEAST SECURITY	SAULT AREA HOSPITAL
847	SINGH, YUURAJ	NORTHEAST SECURITY	SAULT AREA HOSPITAL
848	ECKFORD, MEGHAN	NORTHEAST SECURITY	SAULT AREA HOSPITAL
849	JAMES, JILS	NORTHEAST SECURITY	SAULT AREA HOSPITAL
850	SAINI, JILS	NORTHEAST SECURITY	SAULT AREA HOSPITAL
851	BOOTH, HANNAH	NORTHEAST SECURITY	SAULT AREA HOSPITAL
852	LILRAN, TANUJ	NORTHEAST SECURITY	SAULT AREA HOSPITAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-210

AGREEMENT: A by-law to authorize the execution of an agreement between the City and United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers)(Transit) for the term commencing February 1, 2023 to January 31, 2028.

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 DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and dated the 1st day of February, 2023 between the City and United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) (Transit) for the term commencing February 1, 2023 to January 31, 2028.

2. **SCHEDULE "A"**

Schedule "A" hereto 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 18th day of December, 2023.

_____

MAYOR – MATTHEW SHOEMAKER

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-210 Agreement USW Local 2251 Transit.doc

AGREEMENT

between

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

-and-

UNITED STEEL, PAPER, FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS) (TRANSIT)

February 1, 2023 to January 31, 2028

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COLLECTIVE BARGAINING AGREEMENT

Made effective this 1st day of February, 2023 at Sault Ste. Marie, Ontario.

BETWEEN:

Corporation of the City of Sault Ste. Marie
(Hereinafter called "The City")

of the First Part

-AND-

United Steel, Paper, Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
(United Steelworkers)
(Hereinafter called "The Union")

of the Second Part

1:00 PURPOSE OF AGREEMENT

1:01 Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto. Therefore the City and the Union agree as follows:

2:00 UNION RECOGNITION

2:01 The City recognizes the Union, as the sole and exclusive bargaining agency for all its employees at its Transit Garage, save and except: Supervisors, Persons above the rank of Supervisors and Office Staff.

The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraph. Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, casual assistance or instruction. Supervisors excluded.

2:02 One Union Representative will be provided with the opportunity to provide a two (2) hour Union introduction/orientation program on paid time to new employees who are hired, *at a time mutually agreed to by Maintenance Supervisor.*

3:00 NO DISCRIMINATION

3:01 The City and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex, national origin, union membership or union activity.

4:00 MANAGEMENT

4:01 The Union recognizes that it is the function of management to manage the affairs of the business and to direct the working forces of the City and the right to hire, suspend or discharge for proper cause, or transfer and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested in the City, subject to the terms of this agreement.

5:00 UNION SECURITY

5:01 The City shall deduct as a condition of employment union dues and assessments currently in effect as certified by the union on a monthly basis from the wages of each employee covered by this agreement.

5:02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083 Commerce Court Postal Station Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the City along with a completed Dues Remittance Form R-115 will also be send to the Union office at 209-68 Dennis St., Sault Ste. Marie, ON P6A 2W9.

The remittance and the R-115 form shall be accompanied by a statement containing the following information:

a. A list of names of all employees from whom dues were deducted and the amount of dues deducted;

b. A list of all bargaining unit employees from whom no deductions have been made and reasons;

c. This information shall be sent to both Union addresses identified in Article 5:02 in such form as shall be directed by the Union to the Company.

The Union shall indemnify and save the City harmless against all claims or other forms of liability that may arise out of any actions taken by the City in compliance with this article.

The City when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

6:00 GRIEVANCE PROCEDURE

6:01 The Union shall select an Executive Committee of three (3) employees. The Employer will recognize and deal with this committee together with representatives of the International Union in respect to grievances and negotiations for a new contract or amendments to the existing contract. Negotiations will continue to be carried on during working hours and a maximum of two (2) of the Committee shall be paid at their regular rate for all time spent in negotiations.

6:02 In the settlement of any dispute, or grievance, the following procedure shall apply:

Complaint Stage:

The employee shall first bring forward the issue with their Supervisor within two (2) business days of their knowledge of the event. The Supervisor shall provide a verbal response within two (2) business days. If the issue is not resolved the employee will proceed to discuss the matter with the Manager of Transit & Parking. The employee shall have the right to be accompanied by a representative of the Union. The Manager of Transit & Parking shall provide a response within two (2) business days.

STEP 1 Failing a satisfactory answer, the employee shall then put their grievance in writing to the Grievance Committee who may within 5 working days of the reply from the Manager of Transit & Parking, request a hearing by the Director of Community Services.

The Director of Community Services shall render a decision within 5 working days of the hearing.

STEP 2 If the Union considers that a satisfactory settlement was not reached at Step 1, it may within 5 working days of the receipt of the Step 1 reply, request a hearing by the Director of Human Resources. The Director of Human Resources shall render a decision within 5 working days of the hearing.

STEP 3 If the Union considers that a satisfactory settlement was not reached at Step 2, it may within 5 working days of the receipt of the Step 2 reply, request a hearing by the Deputy Chief Administrative Officer Community Development & Enterprise Services (CDES). The Deputy Chief Administrative Officer CDES shall render a decision within 5 working days of the hearing.

STEP 4 If the Union considers that a satisfactory settlement was not reached at Step 3, it may within 5 working days of the Step 3 reply, refer the matter to arbitration in accordance with the provisions of the Labour Relations Act.

(2) A Board of Arbitration shall not alter modify or amend any part of this agreement.

(3) The Union shall have the right to initiate a grievance of a general nature at Step 2 of this procedure.

(4) The time limits set out in this procedure may be extended by agreement of the parties.

6:03 Decisions reached by agreement between the City and the Union shall be binding upon the employee as well as the Union and the City.

6:04 Meetings between the City and the Union necessary as a result of this Article shall be held as required on request of either party at a convenient

time as may be arranged, and no employee shall be required to lose time from work in connection with a grievance.

7:00 STRIKES OR LOCKOUTS

7:01 The City agrees that during the life of this Agreement it will not cause or direct any lockout of its employees, and the Union agrees that, during the life of this Agreement, there will be no strikes, slow downs, work stoppages or other collective action which will stop or interfere with production or services, and that if any such collective action should be taken, it will instruct its members to carry out the provisions of this Agreement, and to return to work and perform their duties in the usual manner.

8:00 DISCHARGE AND DISCIPLINARY PROCEDURE

8:01 Management shall not issue disciplinary action without first conducting an investigation. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably the grievance shall be filed at Step 3 of the Grievance Procedure within five working days.

8:02 Warnings or letters of discipline shall be given in writing in the presence of a Union Steward. The City and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.

8:03 If it is determined or agreed at any step in the Grievance Procedure or decided by a Board of Arbitration that any employee has been disciplined or discharged unjustly, the management shall put them back on their job with no loss of seniority and they shall pay the employee the amount they would have earned had they been working, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

9:00 SENIORITY

9:01 The parties recognize that the job opportunity and security should increase in proportion to length of bargaining unit service. It is, therefore, agreed that in all cases of vacancy, scheduling, promotion, transfer,

layoff, termination and rehire after layoff or termination, senior employees shall be entitled to preference.

In recognition, however, of the responsibility of the management for the efficient operation of the service it is understood and agreed that in all such cases Management shall have the right to pass over any employee if in its opinion they do not have the ability or the physical fitness to perform the work.

9:02 Seniority of each employee covered by this Agreement shall be established after a probation period of 600 hours within any period or 120 consecutive days. Employees who have completed the probationary period shall be placed on the seniority list and credited with seniority from the date they commenced work with the Transit System in any position within the scope of this agreement.

During such probation period an employee may be terminated based on a lessor standard of performance than required for an established employee.

9:03 An employee shall lose their seniority standing and their name shall be removed from all seniority lists for any one of the following reasons:

(1) If the employee voluntarily quits.

(2) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this agreement.

(3) If the employee is laid off and fails to return to work within 10 days after they have been notified to do so by the City by registered mail to their last known address.

(4) The parties agree to the following conditions regarding employees absent from work due to an occupational illness or accident for which Workers' Compensation is paid.

(i) During the first 24 months of such absence the City will provide at its cost all applicable benefits set out in Article 19:00.

(ii) At the end of such 24 month period such employee shall be responsible for the total cost of all applicable benefits set out in Article 20:00.

(iii) The City agrees to maintain the seniority of such employee for a 36 month period, after which employment will be terminated.

(5) The parties agree to the following conditions regarding employees absent from work due to a non-occupational illness or accident:

(i) During the first 12 months of any such absence the City agrees to provide at its cost all applicable benefits set out in Article 20:00.

(ii) At the end of such 12 month period such employees shall be responsible for the total cost of all the applicable benefits set out in Article 20:00.

(iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.

(6) The employee is absent from work for five (5) consecutive working days without permission and without providing an acceptable reason to the employer for such absence.

9:04 Job Posting

All vacancies or newly created positions shall be posted for five days on the special bulletin board supplied for Union purposes. An employee desiring the position must make application to management within five days. The senior employee applying for the position shall be given the appointment, provided they qualify under the provisions of this Agreement, and it is hereby understood and agreed that all employees now on the payroll of the City are hereby confirmed in their respective present positions.

9:05 Seniority Lists

The City shall maintain a seniority list for the shop. A copy of such list shall be posted for employee inspection. A copy also shall be provided to the Union. The list shall be kept up to date.

9:06 Layoff Notice

In the event of layoff due to lack of work the employees affected shall be given notice in accordance with the Employment Standards Act. The Union committee shall be given a copy of the notice.

9:07 Temporary Transfers

If an employee substitutes in any department on any job during the temporary absence of another employee such employee shall receive the rate for the job or their regular rate, whichever is the greater for up to six (6) months. **The parties can extend the temporary transfer by mutual agreement. For situations which exceed a three (3) month period, a temporary job posting may be posted for the vacant position, for a period not to exceed thirty-six (36) months.**

9:08 The parties recognize and agree that the provisions of clauses 9:01 (second paragraph), 9:03 (4) (iii) and 9:03 (5) (iii) must be interpreted and applied in a manner consistent with the provisions of the Ontario Human Rights Code.

10:00 LEAVE OF ABSENCE & BEREAVEMENT LEAVE

10:01 Leave of absence may be granted up to a maximum period of six months for emergency reasons, which must be approved by the Manager of Transit & Parking. Temporary extensions may be granted in case of sickness or other legitimate reasons. Failure to return to work at the end of leave will automatically act as a separation from the City. Each employee must receive a written leave of absence, a copy of which will be supplied to the Union.

(a) The City may refuse to grant leave of absence for the purpose of permitting an employee to accept other employment except where an employee is unable to perform their regular work due to sickness or accident.

(b) Leave of absence, without pay, for the transaction of Union business, shall be given to delegated members of the Union if the application for such leave is made by the Union, provided such leave does not interfere with the operation of the City, but such leave will not be unreasonably withheld.

(c) When death occurs to a member of any employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) working days for any days which are normally straight time working days, and fall within the period from day of the death up to and including the day of the funeral.

The immediate family means: (including step) mother, father, brother, sister, spouse, common law spouse, son, daughter, grandchild and grandparents, mother-in-law, and father-in-law, son-in-law, daughter-in-law, or step-child. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law.

"spouse" means a person

(a) to whom the person is married, or

(b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,

(i) have cohabited for at least one year,

(ii) are together the parents of a child, or

(iii) have together entered into a cohabitation agreement under section *53 of the Family Law Act*; ("conjoint").

11:00 SAFETY AND HEALTH

11:01 The City and Union agree that they mutually desire to maintain high standards of safety and health in the shop in order to prevent industrial injury and illness.

11:02 The City shall furnish equipment and supplies necessary to protect employees from injury. The Union will assist the management in carrying out any reasonable accident prevention program.

11:03 The City and the Union agree to name a safety and health committee comprising an equal number of City and Union representatives. The Committee's function will be to promote safety and industrial hygiene in the shop. It shall make routine inspections of the shop and equipment and hold regular meetings.

11:04 The Union recognizes and the City accepts the responsibility to make adequate and reasonable provisions for the safety and health of the employee during the hours of their employment.

11:05 The Union shall be notified immediately of each accident or injury. Upon the request of the Union or Management the safety committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

11:06 The City agrees to supply employees in the Mechanics classification with access to **nine (9)** coveralls or **shirt & pants** in every two (2) week period.

The City agrees to supply employees in the Body Person classification with access to five (5) changes of a pant and a shirt in every two (2) week period.

The City agrees to supply employees in the Service Attendant, **Store Helper, Handyperson/Caretaker** and Handyperson/Labour classification with access to **seven (7)** coveralls or pants & shirt in every two (2) week period.

The City agrees to supply employees in the Stores Attendance classification with access to five (5) shop coats in every two (2) week period.

The City shall provide each employee with one (1) winter coat every three (3) years.

The City will purchase and provide one (1) pair of CSA approved steel toe rubber safety boots for the life of the Collective Agreement for Handyperson/Labour classification.

11:07 The City agrees to provide all permanent employees with an annual allowance of **two hundred and fifty dollars ($250)** for the life of the agreement effective for payment the second pay in February per

Article 18:01 for the purchase of one (1) pair of C.S.A. approved safety boots.

12:00 PAY ON DAY OF INJURY

12:01 An employee hurt in an industrial accident shall be paid for time lost on the day they were injured at their regular daily earnings including any overtime premium.

12:02 The City shall provide transportation and pay for the time spent by employees during their regular shift hours for medical treatment required as a result of an industrial accident or industrial disease incurred or contracted while in the employ of the City.

12:03 It is not the intent of the above provisions to make the City responsible for the payment of such time and transportation which is compensated by the Workers' Safety and Insurance Board.

13:00 TRAINING

13:01 **The parties agree that diagnostic equipment and transportation equipment is evolving on an ongoing basis. To that end, transportation mechanics must receive requisite training to ensure they are able to use, maintain and repair equipment efficiently and without stress.**

To that end, the City will keep a record of the training provided to the employees, and the training received by each employee.

The parties agree that a training committee will be formed within 30 days of the signing of the memorandum of agreement.

The committee will consist of two (2) worker representatives of Local 2251-04, selected by the Union and two (2) members of Management.

The committee will meet bi-annually to identify the need for training and the training requirements.

14:00 BULLETIN BOARDS

14:01 The City agrees to provide the Union with bulletin boards in the plant for the purpose of posting union notices and official papers.

Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this agreement.

15:00 APPROVED ACCOMMODATIONS:

15:01 **Employees covered by this agreement, who temporarily are unable to perform their regular duties, may be assigned any light or modified work available. If the injury or illness is occupational then the employee would be paid at their established wage rate. If the injury or illness is non-occupational then the wage is the rate of the position they are being accommodated in. It is understood that proper medical documentation acceptable to the City must be provided.**

16:00 MENTAL HEALTH IN THE WORKPLACE

16:01 Training
The Employer *will consider* providing employees with training as it becomes available on dealing with Mental Illnesses in the Workplace.

16:02 Recognition, Awareness & Return to Work
The parties recognize that mental *and physical* health issues can be causes of disability.

The Employer will facilitate the return to work of such persons, when possible and where medically indicated/substantiated, up to the point of undue hardship.

17:00 HOURS OF WORK AND OVERTIME

17:01 Nothing in this Article shall be read or construed as a guarantee of hours of work per day or week but the Article shall serve as a basis of scheduling available work in accordance with the terms of this Agreement.

17:02 Wherever and whenever practical, in arranging work schedules, an employee's time off will be consecutive and preference of days off will be given to employees in accordance with their seniority.

17:03 (a) The normal work periods shall be eight (8) or ten (10) hours per day and forty (40) hours per week. Time and one half shall be paid for any time worked in excess of the scheduled number of hours per day or for any time worked in excess of the scheduled number of hours per week.

(b) The work week for the calculation of overtime starts and ends at 12:01 a.m. Sunday.

17:04 No employee shall be required to layoff in order to compensate for any time they may have worked in excess of their normal working hours.

17:05 Every employee who, unless previously notified that they are not required, reports for work on their scheduled shift, shall be paid for not less than four (4) hours at their regular rate.

17:06 Employees shall be allowed ten (10) minutes before lunch and before quitting time for the purpose of washing up. **Employees will be required to stay onsite during this time to the end of their scheduled shift.**

17:07 In the event of major changes in shift and hours of work it is mutually agreed that the hours of work or shift arrangements will be open for discussion. This will be subject to operational needs.

17:08 Overtime rates of time and one-half shall be paid to employees who have actively worked in the following events:

1. For hours in excess of eight (8) or ten (10) hours per day (whatever your normal scheduled shift is)

2. An employee called out to work on other than their normal hours shall be paid for a minimum of three (3) hours pay time and one-half their regular hourly rate
3. On a Statutory Holiday

17:09 Hours for which overtime rates have already been paid shall not be used in the computing of a work week and shall not be paid for a second time.

17:10 Maintenance Shop Overtime Distribution

For overtime work, employees will be asked by seniority rotation so that overtime hours are distributed as equitably as possible. When an employee is requested to work overtime and refuses, the employee loses an overtime turn except those employees on vacation, W.S.I.B., or on paid sick leave will not be charged a turn of overtime. A minimum refusal shall be four (4) hours and two (2) minimums will equal one (1) turn. Accumulated overtime turns will be posted.

17:11 The City shall pay a meal allowance of eleven dollars ($11.00) (effective the 1st full pay period following ratification of the Memorandum of Settlement by the parties) and increase to eleven dollars and increase to eleven dollars and fifty cents ($11.50) effective the first full pay period in February 2011 for an employee required to perform more than two (2) hours overtime work continuous with the end of the regular scheduled shift.

Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the aforementioned two (2) hours, then the employee shall receive an additional meal allowance of ten dollars fifty cents ($10.50).

17:12 Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu – **80** hours (i.e. **10** work days) in a calendar year.

- Requests for lieu time off will be made to the Maintenance supervisor and will be considered on an individual basis at the

time of request. **Any request over two days for time off must be made in writing two (2) weeks in advance of the requested days. Exceptions will be considered on a case by case basis.**

- Approval shall be at the sole discretion of the Manager of Transit & Parking based upon the operational requirements of the Department.

- If not utilized, banked overtime will be paid out the end of each calendar year.

17:13 Employees that are required to work on statutory holidays may choose to take a substitute day off with pay in lieu of being paid the statutory holiday pay for the actual day of stat. Requests for lieu time off will be made to the Maintenance Supervisor and will be considered on an individual basis at the time of request, and granted based on operational requirements, they must be taken within 12 months from the statutory holiday.

18:00 PAID HOLIDAYS

18:01 Paid Holidays

The following shall be considered as paid holidays:
New Year's Day, Family Day (3rd Monday in February), Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

18:02 All employees required to work on a day on which a paid holiday is celebrated are under obligation to do so just as on any other working day. The holiday will be observed on the day it occurs.

18:03 Each employee shall receive their regular rate of pay for eight (8) hours for each of the previously mentioned holidays.

18:04 Employees required to work on the day of observance of a paid holiday shall be paid time and one-half their regular rate for hours worked in addition to holiday pay.

18:05 An employee required to work overtime or on their regular day off on the day of observance of a paid holiday, shall be paid two times their regular rate for such hours worked in addition to their holiday pay.

18:06 To qualify for the payment provided under item three (3) of this Article, the employee must have worked their last scheduled shift prior to and their first scheduled shift after the day on which the paid holiday is celebrated, unless absent on authorization of the Supervisor of the Transit System, such authorization shall not be unreasonably withheld.

18:07 In the event that one or more of the ten (10) paid holidays occurs during the employee's vacation they shall have the option of being paid or receiving another day off with pay at their regular rate. An employee who selects another day off shall indicate the alternate day at the time they select their vacation.

18:08 If because it is a holiday and an employee is not scheduled to work on a day on which they normally would be scheduled to work, the employee shall for the purpose of calculating hours of work in the week deemed to have worked eight (8) hours during the holiday.

19:00 WAGE RATES

19:01 The City agrees to pay, and the Union agrees to accept, the following wage schedules:

	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
JOB NAME	**3.00%**	**3.00%**	**3.00%**	**2.75%**	**3.75%**
MECHANIC I	$34.89	$35.94	$37.01	$38.03	$39.46
BODYMAN I	$32.70	$33.68	$34.69	$35.65	$36.98
MECHANIC II	$32.35	$33.32	$34.32	$35.27	$36.59
BODYMAN II	$32.35	$33.32	$34.32	$35.27	$36.59
STORES ATTENDANT	$29.50	$30.38	$31.30	$32.16	$33.36
STORES HELPER	$25.70	$26.47	$27.26	$28.01	$29.06
HANDYMAN/CARETAKER	$25.70	$26.47	$27.26	$28.01	$29.06
SERVICE ATTENDANT	$24.91	$25.65	$26.42	$27.15	$28.17
HANDYMAN/LABOUR	$23.70	$24.41	$25.14	$25.84	$26.80

Lead Hand - 50 cents per hour above regular rate.

Mechanics Tool Allowance - Mechanics I and II shall receive a tool allowance of three hundred dollars ($300.00) effective the 1st of the month following ratification of the memorandum of settlement by the parties.

The City agrees to process the payment of Boot and Tool Allowance by the first pay in March pending the parties have reached a settlement, if not then the first pay following ratification.

19:02 Premiums

(1) The City shall pay employees a shift premium of one dollar ($1.10) per hour (effective the first full pay following ratification of the Memorandum of Settlement by the parties) for all hours worked on any shift where the majority of hours are worked between 6:00 P.M. and 7:00 A.M

(2) The City shall pay employees a Sunday Premium of one dollar ($1.05) per hour (effective the first full pay following ratification of the Memorandum of Settlement by the parties) for all hours worked during the twenty-four hour period beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.

(3) Senior Lead Hand premium to be paid to an employee for hours worked when assigned to the Senior Lead Hand function. The premium shall be $1.40 per hour.

(4) **The most senior Handyperson/Labourer actively on shift will be paid the rate of the Service Attendant.**

19:03 Apprentices

Starting rate shall be at Base Rate (Level 1) per hour.

	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
	3.00%	3.00%	3.00%	2.75%	3.75%
APPRENTICE: Transit Mechanic Level 1	$20.94	$21.57	$22.22	$22.83	$23.68
APPRENTICE: Transit Mechanic Level 2	$23.15	$23.85	$24.56	$25.24	$26.19
APPRENTICE: Transit Mechanic Level 3	$25.36	$26.12	$26.90	$27.64	$28.68

Level 1 until 240 hours of in-class is completed.
Level 2 until an additional 240 hours of in-class is completed.
Level 3 until a further 240 hours of in-class is completed.

*An apprentice mechanic will stay at Level 3 until which time they successfully challenge the required Ministry testing to become a Truck and Coach Mechanic at which time they will go to Mechanic I Rate.

In extenuating circumstance and on a case-by-case basis the City and the Union will consider moving someone to next level without completing the in-class portion and within a certain time frame upon agreement from the Union and the City.

(b) Apprentice Bodyperson Pay Scale

		Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
		3.00%	3.00%	3.00%	2.75%	3.75%
APPRENTICE: Bodyperson						
0 TO 1040 HOURS	Base Rate	$25.26	$26.01	$26.79	$27.53	$28.56
1041 TO 2080 HOURS	86.67%	$27.86	$28.70	$29.56	$30.37	$31.51
2081 TO 3120 HOURS	88.67%	$28.51	$29.37	$30.25	$31.08	$32.24
3121 TO 4160 HOURS	90.67%	$29.15	$30.02	$30.92	$31.77	$32.97
4161 TO 5200 HOURS	92.67%	$29.79	$30.68	$31.60	$32.47	$33.69
5201 TO 6240 HOURS	94.67%	$30.44	$31.35	$32.29	$33.18	$34.42
6241 TO 7200 HOURS	100%	$32.15	$33.11	$34.10	$35.04	$36.36

The final exam must be successfully completed prior to the apprentice receiving the top rate of pay.

19:04 Notwithstanding any other provision of this collective agreement, the City may hire students to be paid as outlined below. Students shall not accrue seniority, and not, except as provided by law, have access to the grievance procedure or be provided with any other benefit.

The City shall pay the applicable minimum wage rate as legislated by the province of Ontario for all students.

20:00 WELFARE

20:01 The following welfare benefits will be provided covering employees and their dependents paid for by a 100% contribution from the City.

Under the Great West Life Plan:

Life Insurance (effective July 1, 2005) one and one half times regular earnings.

Double Indemnity for Accidental Death & Dismemberment (effective July 1, 2005)

Weekly Accident and Sickness Benefit
4th day sickness - 1st day accident
26 weeks

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings to a maximum of the maximum dollar amount in effect under the Employment Insurance Act at the commencement of the sickness or date of the accident. It is understood and agreed by the parties that in return for this benefit the full E.I. rebate on premiums shall be retained by the City.

20:02 Green Shield Extended Health Care Plan, including Drug Plan Card System - $8.00 deductible first of the following month of ratification and Vision Care (**$450.00** effective the first of the month following ratification of the Memorandum of Settlement by the parties). (Note: This amount can be used for laser eye surgery.)

- Pharmacy dispensing fees capped at $12.00.
- No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
- Eye Examination – One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.
- Reimbursement will be made for standard hearing aids, repairs or replacement parts up to a lifetime maximum of $1000. Batteries are not eligible.

20:03 Long Term Disability to provide for 60% of an employee's basic hourly rate after 26 weeks, until employee either returns to work or retires on pension, with Canada Pension Plan as a primary offset.

20:04 All employees shall be provided with the Green Shield Dental Plan #9, Rider #3 (Orthodontic, two thousand five hundred dollars ($2,500) maximum), at current O.D.A. rates minus one year, 100%

of the cost of the plan to be paid for by the City. Denture appliance 50/50 co-insurance – maximum of $700/5 years.
Employees shall be provided the choice whether they apply the lifetime $2500 maximum to orthodontic or to the purchase of denture appliance. The maximum $700/5 years will continue to apply.

(Note: Overage dependent coverage applicable to age 21 and up to age 25 if in full time attendance at a recognized education institution.)

20:05 The parties agree that eligibility for L.T.D. benefits will cease when:

(a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or

(b) The gross monthly income payable from O.M.E.R.S., Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the L.T.D. benefit and the Canada Pension Plan.

20:06 Long Term Disability Insurance shall normally be adjusted effective on the first day of February but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.

20:07 Coverages under the above plans shall be in accordance with the terms and conditions of the applicable policy.

An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the Director of Human Resources to take other employment. Such permission shall not be unreasonably withheld.

20:08 The City shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc. shall become and remain the sole property of the City. The benefits under any such plan or plans will not be changed by the City without the consent of the Union.

20:09 Every employee shall be fully responsible for keeping the City informed of changes in their marital status and number of dependents. The City shall have the right to recover by payroll deductions any amount of premiums paid in excess of such proper premiums as a result of not being properly informed by any employee of their status for the purpose of such benefits.

20:10 Any employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of the premiums for the benefits outlined in Article 18:00.

20:11 The City agrees to cover the payment of premiums for Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in fulltime employment. It is understood that any changes agreed to by the parties to Extended Health Care coverage will be applicable to the Extended Health Care coverage for retirees under this clause.

Employees who retire under this clause will be permitted to purchase at their expense a $10,000 Life Insurance Policy at Group Rates up to the Age of 70.

21:00 PENSIONS

21:01 All employees covered by this agreement shall be provided with a pension under the provision of the Ontario Municipal Employees Retirement System. Enrollment in OMERS will be in compliance with OMERS rules and regulations.

21:02 An employee may continue to work beyond age 65 provided that such employee is mentally and physically capable of performing their job. The City will continue to provide all benefits required by this agreement except Long Term Disability. Such benefit coverage will be provided up to the last day of the month in which the employee attains the age of seventy (70).

22:00 VACATIONS WITH PAY

22:01 Employees shall receive vacations on the following basis:

1. Pay in lieu of vacation to an employee with less than one year of service who terminates their employment shall be 4% of their total wages paid to them.

2. Two weeks vacation for one year continuous service with pay at 4% of their total wages paid to them the previous year.

3. Three weeks vacation for five years continuous service with pay at 6% of their total wages paid to them the previous year.

4. Four weeks vacation for ten years continuous service with pay at 8% of their total wages paid to them the previous year.

5. Five weeks vacation for fifteen years continuous service with pay at 10% of their total wages paid to them the previous year.

6. Six weeks vacation for twenty years continuous service with pay at 12% of their total wages paid to them the previous year.

(b) All employees who have completed 25 calendar years of services and are in their 26th year shall be allowed six (6) weeks plus one (1) day.

All employees who have completed 26 calendar years of services and are in their 27th year shall be allowed six (6) weeks plus two (2) days.

All employees who have completed 27 calendar years of services and are in their 28th year shall be allowed six (6) weeks plus three (3) days.

All employees who have completed 28 calendar years of services and are in their 29th year shall be allowed six (6) weeks plus four (4) days.

Note: The value of the six (6) weeks calculated at 12% will be applied to the additional days at the fixed rate per day.

7. Seven weeks vacation for thirty years continuous service with pay at 14% of their total wages paid to them the previous year.

8. From the date of this Agreement, continuous service is broken only when seniority is forfeited as provided in Articles nine (9) and ten (10).

23:00 JURY PAY

23:01 The City shall pay to any employee who is required to serve and serves on a jury as a juror or subpoenaed as a court witness in the District of Algoma, the difference between the amount paid to the employee for the jury or court witness service and the amount the employee would have been paid for the hours the employee would normally have been scheduled to work for the City (without overtime) during the period of time when the employee was prevented from working for the City because of jury or court witness service.

24:00 COPIES OF AGREEMENT

24:01 City is to provide the Union with 35 copies of the agreement.

25:00 TERM OF AGREEMENT

25:01 This agreement shall be effective from February 1, **2023** until January 31, **2028** but shall be deemed to be renewed from year to year thereafter unless either party desires to terminate or amend it at the end of any year by giving written notice to the other party at least sixty (60) days prior to the end of such year. Negotiations shall then be undertaken between the said parties within ten (10) days of such notice.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
(MAYOR)

_____
(CITY CLERK)

UNITED STEELWORKERS LOCAL 2251 TRANSIT MECHANICS

_____
(CHAIRPERSON)

_____

_____

_____

LETTER #1

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF SAULT STE. MARIE

AND

UNITED STEELWORKERS LOCAL 2251 (TRANSIT)

WELFARE BENEFITS

The parties agree to meet during the term of the collective agreement to discuss the cost of welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed this 13th day of March, 2023

FOR THE UNION	FOR THE CITY
"Greg Smith"	*"Ida Bruno"*
"Nathan Morley"	*"Nicole Ottolino"*
"Michael Da Prat"	*"Brent Lamming"*
"Adam Guazetti"	*"Nicole Maione"*
	"Mike Vanderloo"

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-211

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Purvis Marine Ltd. for the decommissioning of the M.S. Norgoma.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated December 18, 2023 between the City and Purvis Marine Ltd., a copy of which is attached as Schedule “A” hereto. This Agreement is for the decommissioning of the M.S. Norgoma.

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 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-211 Norgoma Decommissioning.docx

Vessel Sale and Purchase Agreement for Scrapping Purposes

This Sale and Purchase Agreement for Scrapping Purposes (“Agreement”) is made and entered into as of December 18, 2023, for delivery of the vessel on March 4, 2024 by and between THE CORPORATION OF THE CITY OF SAULT STE. MARIE (“**Seller**”) and PURVIS MARINE LTD. (“**Buyer**”).

1. **Sale**. Subject to the terms, covenants and conditions set forth herein, Buyer agrees to purchase one (1) vessel known as the NORGOMA as described in Exhibit A (“**Vessel**”) for the sole purpose of scrapping or recycling her (“scrap”, “scrapped” or “scrapping”); and Seller agrees to sell the Vessel, to Buyer for the sole purpose of scrapping.

2. **Payment Price**. The price to be paid by Seller to the Buyer for the Vessel shall be calculated based on the Schedule of Payments contained in **Schedule 1** attached hereto (the “**Payment Price**”). On the Delivery Date (as defined below), Seller shall pay to Buyer a non-refundable closing payment of THREE HUNDRED NINETY-FIVE THOUSAND Canadian Dollars (**CAD $395,000.00**), together with applicable taxes and other considerations as outlined in Exhibit D, in immediately available funds, free of bank charges, directly to, or as otherwise requested in writing (including to such bank account as may be specified) by Buyer (the “**Closing Payment**”). The Closing Payment shall be credited against the Payment Price payments to be made by Seller to Buyer based on the Schedule of Payments outlined in **Schedule 1**, provided that, regardless of the final Payment Price, Buyer shall retain the entirety of the Closing Payment.

3. **Payment.** On delivery of the Vessel, payment shall be made by the Seller by the Buyer by wire transfer, free of bank charges to Buyer’s Account.

4. **Condition**. The Vessel is being purchased for scrapping purposes only. The sale of the Vessel under this Agreement shall be on an “as is” basis and Seller makes no representations or warranties as to the condition, size or light weight of the Vessel in any respect. By executing this Agreement, Buyer hereby acknowledges that it has fully examined the Vessel and that it is satisfied with the condition, size and light weight thereof.

5. **Delivery**. The Vessel shall be delivered by Seller to Buyer, safely afloat and secured alongside the City of Sault Ste. Marie, Ontario within Algoma Steel at 105 West Street, Sault Ste. Marie, Ontario, and will be documented by the execution of a Protocol of Delivery and Acceptance (“**PDA**”) in the form attached as Exhibit B. Buyer must take physical delivery of the Vessel as soon as is reasonably possible or upon the agreed upon timeframe, but under no circumstances will Buyer delay taking physical delivery of the Vessel after the stated delivery period (such date that Seller delivers the Vessel to Buyer, the “**Delivery Date**”). All risk of loss or damage to the Vessel shall be borne solely by Buyer after the time of delivery of the Vessel. Up until the time of delivery, all risk of loss or damage to the Vessel shall be borne solely by the Seller.

6. **Title and Documentation**. On the Delivery Date, Seller shall tender to Buyer physical delivery and possession of the Vessel along with a bill of sale, substantially in the form attached as Exhibit C hereto, duly executed. Seller warrants that such bill of sale will be executed by a duly authorized person acting on behalf of the registered owner of the Vessel.

7. **Seller's Warranties and Representations**. Seller hereby warrants and represents to Buyer that the Vessel will be sold to Buyer with full warranty of title, and except as provided in Section 9 hereof, free and clear of all liens, mortgages, taxes, and/or encumbrances. To the extent there exist secret liens upon the Vessel, Seller agrees to indemnify, defend and hold harmless Buyer from any and all liabilities, claims or losses arising against the Vessel before the delivery time recorded in the PDA for the Vessel. THE VESSEL IS SOLD "AS IS – WHERE IS" WITH ALL FAULTS. SELLER EXPRESSLY DISCLAIMS AND NEGATES TO BUYER ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONDITION OF THE VESSEL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, SEAWORTHINESS, DESIGN, PERFORMANCE, CLASS, CERTIFICATE, MAINTENANCE, REPAIR, MARKETABILITY OR ELIGIBILITY FOR ANY PURPOSE OR TO HER SIZE OR LIGHT WEIGHT.

8. **Buyer's Warranties and Representations**. Buyer hereby makes the following warranties and representations to Seller:

a. That the Vessel will be scrapped by Buyer and will not be rebuilt, refurbished, resold or otherwise repurposed, whether in whole or in substantial component parts or units, that the Vessel will never be traded in the Great Lakes or the St. Lawrence River or their affluents or effluents (the "Great Lakes"), or any other navigable inland or territorial waters of Canada or the United States, and that Buyer will fully comply with requirements under all applicable international, federal, state, and local laws and regulations for the scrapping of a Canadian flag vessel, including but not limited to any notifications or documentation necessary for the Canadian Minister of the Environment and the Canadian Chief Registrar, and that Buyer is eligible to document the Vessel in Canada in its own name pursuant to *Canada Shipping Act, 2001*, c. 26.

b. That the Vessel will be purchased on an "as is" basis, without any warranties or representations from Seller concerning the condition, seaworthiness, merchantability, capacity, capabilities or fitness for any purpose, either particular or general, of the Vessel;

c. That Buyer will move the Vessel from its current berth to the scrap location as soon as possible after Delivery. And, until such time as the Vessel is moved, be responsible for any and all costs of berthage and provide sufficient supervision of the Vessel. Buyer will notify the berth owner of its purchase of the Vessel as soon as practicable after Delivery.

d. That Buyer waives any and all claims against Seller as to any defect, vice or deficiency of the Vessel under the laws of any State, Country or political subdivision thereof;

e. That Buyer will indemnify, defend and hold harmless Seller, its affiliated companies and their respective shareholders, directors, officers, and employees and members of Council from and against any and all costs, obligations, fines, penalties, liens, actions (including enforcement actions), causes of action, expenses, liabilities, claims, damages, suits or other proceedings (whether civil, criminal, administrative, or investigative), demands, judgments, and disbursements (including reasonable legal fees and expenses) or losses of whatever nature that may at any time be imposed on, incurred or suffered

by, or asserted against the Seller as respects of this Agreement, or the sale, operation, scrapping or ownership of the Vessel on or after the delivery time recorded in the PDA for the Vessel regardless of cause or fault, even if resulting in whole or in part the negligence of Seller;

f. That Buyer has not relied on any prior oral or written representations of Seller as to any aspect of the Vessel, including but not limited to the Vessel's condition, specifications, capabilities, equipment, stores, furniture or any other appurtenances of any type;

g. Buyer will fully comply with all applicable safety and environmental regulations with respect to the ownership, handling, operating and scrapping of the Vessel and any equipment, provisions, or other materials present onboard the Vessel at the time of delivery and will defend, indemnify and hold harmless Seller for any claim, loss, damage, violation or fine which may arise on or after the delivery time recorded in the Delivery Statement, regardless of the cause or fault, even if resulting in whole or in part from the negligence of Seller. This shall not include any environmental breach occurring prior to delivery of the Vessel; and

h. Buyer shall indemnify, defend and hold harmless Seller from any and all claims or losses as a result of Buyer's breach of any of the warranties or representations given in this section 7.

9. **Assignment**. Neither party hereto may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

10. **Notices**. All notices or communications required or permitted under this Agreement shall be made in writing, delivered by mail or email, as follows:

a. If to Buyer, notice shall be to:

Purvis Marine Ltd.
1 Pim St.
Sault Ste. Marie, ON
P6A 3G3
T: 705-253-8325
Email: sheila@purvismarine.com

b. If to Seller, notice shall be to:

Tom Vair
Deputy CAO, CDES
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6
Email: t.vair@cityssm.on.ca

11. **Governing Law**. This Agreement shall be governed and construed in accordance with Canadian maritime law and the laws applicable in the Province of Ontario, and any claim, dispute or controversy arising from any of the provisions, warranties, representations, terms or matters otherwise contained in this Agreement shall be referred to the Federal Court of Canada.

12. **No Consequential Damages**. Both parties agree and acknowledge that in no event shall either party be liable to the other party for any indirect, special, punitive or consequential damages or losses arising in any way out of a breach of this Agreement.

13. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, communications, representations or understandings with respect to the matters contained herein.

14. **Brokers**. Each party represents that there have been no brokers or finders involved in this transaction, and that no broker's commission or any related fee will be payable in connection with this transaction.

15. This Agreement and any amendments hereto or waivers hereof may be executed by the parties hereto in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement or any such amendment or waiver by e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

16. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, Seller and Buyer and their successors and permitted assigns. The indemnities, representations and warranties set forth in this Agreement shall survive the Closing.

IN WITNESS WHEREOF, the parties have caused this Vessel Sale and Purchase Agreement for Scrapping Purposes to be executed in their names and by their respective officers, agents or representatives duly authorized as of the date first written above.

SIGNATURE ON FOLLOWING PAGE

Witnesses:

The Corporation of the City of Sault Ste. Marie
SELLER

_____ By: _____

_____ Mayor Matthew Shoemaker

By: _____

Rachel Tyczinski, City Clerk

PURVIS MARINE LTD.
BUYER

_____ By: _____

_____ William Jack Purvis, President

SCHEDULE 1

Schedule of Payments

Payment price, on or before Delivery, plus applicable taxes, by wire transfer, free of bank charges:

Payment Price:	CA$395,000.00
HST:	CA$51,350.00
TOTAL	**CA $446,350.00**

EXHIBIT A – VESSEL

Vessel Name	**NORGOMA**
Official Number	190429
Registered Owner	Corporation of the City of Sault Ste. Marie (The)
LOA (m)	54.96
Beam (m)	10.97
Depth (m)	6.52
Allocated Price (CAD)	$395,000.00
Delivery Terms	FOB Sault Ste. Marie, ON
Delivery Time Frame / Closing	March 4, 2024

NOTE INCLUDED IN THE SALE THE LIST OF ADDITIONAL CONSIDERATIONS – EXHIBIT D

EXHIBIT B – PROTOCOL OF DELIVERY AND ACCEPTANCE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE ("**Seller**") and PURVIS MARINE LTD. ("**Buyer**") hereby confirm that:

> Seller sold, transferred title to, and delivered physical possession of the Vessel NORGOMA (Official Number 190429) to Buyer in accordance with the Vessel Sale and Purchase Agreement for Scrapping Purposes, dated June 1, 2024, at Sault Ste. Marie, ON on this ____ day of March, 2024, at _____ local time, safely afloat at a safe berth at the _____, located at _____.
>
> Buyer hereby acknowledges its purchase, receipt of title, receipt of payment, and receipt of physical possession of the Vessel in good order and in accordance with said Agreement.

The following quantities of useable consumables were noted to be aboard the Vessel at the time of delivery:

Item	***Quantity***
Fuel Oil	
Diesel Oil	
Lubricating Oil	
Other	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

SELLER

By: _____

[name]

[title]

PURVIS MARINE LTD.

BUYER

By: _____

William Jack Purvis

President

EXHIBIT C – BILL OF SALE

Transport Canada / Transports Canada

PROTECTED A (WHEN COMPLETED)
FORM 6

BILL OF SALE

Prior to completing this form, please read the **Privacy Notice Statement** located at the bottom of the form.

As there is no "Name of vessel" and "Port of Registry" for vessels in the **Small Vessel Register**, these fields should not be completed.

I understand that every person who provides false or misleading information commits an offence under Section 37 of the ***Canada Shipping Act, 2001***.

Official number	Name of vessel	Port of registry

Full name(s) and address(es) of registered owner(s)/seller(s)

State special circumstances

NOTE TO OWNER(S)/SELLER(S): A copy of this Bill of Sale **must** be sent to the Vessel Registry Office at:

Transport Canada
Vessel Registration, Marine Safety & Security
330 Sparks Street
Ottawa Ontario K1A 0N8
1-877-242-8770

NOTE TO PURCHASER(S): A purchaser of a registered vessel does not obtain a complete title until the Bill of Sale has been recorded in the Canadian Register of Vessels by a Registrar.

Number of shares transferred *

Full name(s) and address(es) of purchaser(s)

I/We, the seller(s) in consideration of the sum agreed and paid to us by the purchaser(s), the receipt of which is hereby acknowledged, transfer to the purchaser(s), the number of shares indicated on this form, in the vessel described above and in its boats and appurtenances. Further, the seller(s) covenant with the purchaser(s) that the seller(s) have the power to transfer the vessel, its boats and appurtenances that they are free of encumbrances **except as appears on the Register of the vessel**. (delete if not applicable)

* 64 shares represent 100% ownership of a Canadian vessel

Canada

Official number	Name of vessel	Port of registry

INDIVIDUAL

Signature of registered owner/seller

Signature of registered owner/seller

Signature of registered owner/seller

Signature of registered owner/seller

Signature of registered owner/seller

Signature of registered owner/seller

Date Bill of Sale signed (dd-mm-yyyy)

1 – CORPORATION

I _____ (Name and title (Print)) state that I have authority to bind _____ (Name of corporation (Print)).

I also state that _____ (Name of corporation (Print)) is the name of a corporation which legally exists at the date of this Bill of Sale:

◯ as per the laws of Canada; **OR** ◯ as per the laws of _____ (Name of province/state (Print)).

This Bill of Sale must be signed by any Officer or Director of the corporation who has the authority to bind the corporation. Pursuant to Sections 51(2) and 75.01 (2) of the ***Canada Shipping Act, 2001*** applicants may be required to provide additional information as requested by the Chief Registrar.

I understand that it is an offence for a person to knowingly make a false or misleading statement in writing and that the penalty can be a fine or imprisonment or both if found guilty in a court of law (Section 37 of the ***Canada Shipping Act, 2001***).

Signature of Officer or Director

Date Bill of Sale signed (dd-mm-yyyy)

2 – CORPORATION

I _____ (Name and title (Print)) state that I have authority to bind _____ (Name of corporation (Print)).

I also state that _____ (Name of corporation (Print)) is the name of a corporation which legally exists at the date of this Bill of Sale:

◯ as per the laws of Canada; **OR** ◯ as per the laws of _____ (Name of province/state (Print)).

This Bill of Sale must be signed by any Officer or Director of the corporation who has the authority to bind the corporation. Pursuant to Sections 51(2) and 75.01 (2) of the ***Canada Shipping Act, 2001*** applicants may be required to provide additional information as requested by the Chief Registrar.

I understand that it is an offence for a person to knowingly make a false or misleading statement in writing and that the penalty can be a fine or imprisonment or both if found guilty in a court of law (Section 37 of the ***Canada Shipping Act, 2001***).

Signature of Officer or Director

Date Bill of Sale signed (dd-mm-yyyy)

INDIAN BAND

Name of Indian Band (Print)

Signature

Name of person signing above (Print)

Date Bill of Sale signed (dd-mm-yyyy)

SEAL

Canada

FEDERAL GOVERNMENT OR PROVINCIAL GOVERNMENT

I, the undersigned, _____ of the department or ministry of _____ declare as follows:

The above general description of the vessel(s) is/are correct to the best of my knowledge and belief. The document(s) of title establish ownership to:

◯ Federal — Her Majesty the Queen in Right of Canada, represented by the Honourable Minister of _____ entitles the department or ministry to be registered as owner of 64 shares of the said vessel under the ***Canada Shipping Act, 2001***, Subsection 46.(3).

◯ Provincial — Her Majesty the Queen in Right of the Province, represented by the Minister of _____ entitles the department or ministry to be registered as owner of 64 shares of the said vessel under the ***Canada Shipping Act, 2001***, Subsection 46.(3).

Signed at _____ (Place) _____ (Signature of owner) _____ (Date (dd-mm-yyyy))

TITLE AND ADDRESS OF THE PERSON SIGNING ON BEHALF OF THE DEPARTMENT OR MINISTRY

Title	
Address	
Telephone number	Facsimile number

NOTES

1. Qualifications to own a vessel registered in Canada are set out in the interpretation section of the ***Canada Shipping Act, 2001***.
2. If jointly owned, all the joint owners must act together. If the shares are split, each owner/seller must complete a separate Bill of Sale.
3. In the case of an Indian Band, the Bill of Sale must be made by person(s) authorized by Band Council Resolution **OR** by affixing the seal of the Indian Band on this Bill of Sale.
4. The Authorized Representative is required to report any changes, such as a change in the owner's or a registered mortgagee's name or address, (S. 58 of the ***Canada Shipping Act, 2001***).

The information you provide on this form is collected by Transport Canada for the purpose of registering your vessel. It is collected under the authority of Section 43 of the ***Canada Shipping Act, 2001***. The registration of your non-pleasure (commercial) craft is mandatory unless it is registered in a foreign state. The information will be held in the Department's Personal Information Bank entitled Canadian Register of Vessels (bank number TC PPU 041). Your information will be handled in accordance with the provisions of the ***Privacy Act***. Instructions for obtaining your personal information are provided in Info Source, a copy of which is available in major public and academic libraries. Please note that under Section 76 of the ***Canada Shipping Act, 2001***, a person may examine or obtain copies of any entries in the Register with respect to a vessel.

Canada

EXHIBIT D - LIST OF CONSIDERATIONS

The Corporation of the City of Sault Ste. Marie will either arrange for or reimburse Purvis Marine Ltd. for the disposal of all non-ferrous materials, including contaminants in way of landfill dumping fees associated with the scrapping of the vessel NORGOMA.

Materials to be disposed of shall include and are not limited to wood, roofing materials, asbestos, oil, lubricants and paint.

EXHIBIT E – LIST OF HAZARDOUS MATERIAL BELIEVED TO BE ON BOARD THE VESSEL

DISCLAIMER: This list is being provided to Buyer without any representation or warranty whatsoever as to its accuracy or completeness and without altering any provisions of the Agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-212

FINANCING: A by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2024.

WHEREAS Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie hereby **ENACTS** as follows:

1. The head of council or the treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.

2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be **Scotiabank** and such other lender(s) as may be determined from time to time by by-law of council.

3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1 to December 31 of the current year, 25

percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or $10,000,000.00, whichever is less.

4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the *Municipal Act* that have not been repaid.

5.

a) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.

b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.

6. For purposes of this by-law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.

7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by- law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.

8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.

9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.

10. This by-law shall take effect on January 1st, 2024.

PASSED in open Council this 18th day of December, 2023.

_____
MAYOR – MATTHEW SHOEMAKER

_____
CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-205

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and PUC Services Inc. for the operation and maintenance of the City's wastewater treatment facilities.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated December 18, 2023 between the City and PUC Services Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the operation and maintenance of the City's wastewater treatment facilities.

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 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-205 PUC AMENDING AGREEMENT WASTEWATER TREATMENT FACILITIES.DOCX

THIS AMENDING AGREEMENT made effective this 18th day of December, 2023.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

PUC SERVICES INC.

(hereinafter referred to as "PUC Services")

WHEREAS the City and PUC Services entered into a Wastewater Treatment Services Agreement dated the 1st day of July, 2003 for the operation and maintenance of the City of Sault Ste. Marie's Wastewater Treatment Facilities, a copy of which is appended as Schedule "A" hereto (the "Main Agreement");

AND WHEREAS on February 9, 2004, the City passed By-law 2004-28, which authorized the replacement of Schedules A, C and D of the Main Agreement, a copy of which is appended as Schedule "B" hereto (the "First Amendment");

AND WHEREAS on February 12, 2007, Council passed By-law 2007-33, which authorized a Wastewater Treatment Services Agreement Amendment dated January 1, 2007 entered into between the parties, which further amended the Main Agreement, a copy of which is appended as Schedule "C" hereto (the "Second Amendment");

AND WHEREAS the Main Agreement together with the First Amendment and the Second Amendment collectively forms the Agreement between the parties as it relates to the operation and maintenance of the City of Sault Ste. Marie's Wastewater Treatment Facilities and collectively are referred to herein as the "Wastewater Agreement";

AND WHEREAS pursuant to Section 4.1 of the Main Agreement, the Term shall commence on July 1, 2003, and continue in effect for an initial term of five and a half years (the "Initial Term") and thereafter shall be renewed for successive five-year terms unless terminated under Section 6.2 of the Main Agreement;

AND WHEREAS the Wastewater Agreement was in effect for the initial term and thereafter renewed for successive five-year terms, with the current renewal term expiring December 31, 2023;

AND WHEREAS pursuant to Section 6.1(a) of the Main Agreement, either party may notify the other party that it wishes to terminate the Wastewater Agreement before the expiry of any Renewal Term if notice if provided at least twelve calendar months before the expiry of the Renewal Term and further, if no notice is given as required by this section or the

parties do not otherwise agree in writing then the Agreement shall renew for a further five year period;

AND WHEREAS in or about June 2023, PUC Services advised the City that PUC Services desired to renegotiate the terms and conditions of the Wastewater Agreement which the parties hereto acknowledge and agree is not in accordance with the notice provisions set out in Section 6.1(a) of the Main Agreement, and therefore the Wastewater Agreement shall automatically renew for another successive five-year term;

AND WHEREAS the parties hereto have entered into discussions with a view to a further amendment to the Wastewater Agreement and acknowledge and agree that renewing the Wastewater Agreement for a further five-year Renewal Term is not consistent with the spirit of the negotiations to date;

AND WHEREAS Section 8.4 of the Main Agreement contemplates and provides for amendments to the Wastewater Agreement provided that same is in writing and duly executed by the parties hereto;

AND WHEREAS the parties consider it desirable to enter into this Amending Agreement to amend Section 4.1 and Section 6.1(a) of the Main Agreement to provide for a month to month renewal term on the terms and conditions as set out herein effective January 1, 2024;

NOW THEREFORE in consideration of the promises, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. TERM AMENDED

The parties hereto agree that Section 4.1 of the Main Agreement shall be deleted and replaced with the following:

> "Section 4.1 – Initial Term of Agreement
>
> (a) This Agreement shall start on July 1, 2003 and shall continue in effect for an initial term of five and a half years (the "Initial Term") and then shall be renewed for successive five year terms (the "Renewal Term") unless terminated under Section 6.2 of this Agreement, or until a Renewal Term effectively ends on December 31, 2023, to which the parties acknowledge and agree Section 4.1(b) shall thereafter govern the relationship between the parties.
>
> (b) In the event that the Agreement renews, and thereafter results in a Renewal Term effectively ending on December 31, 2023, the parties acknowledge and agree that effective January 1, 2024, the Wastewater Agreement shall renew on a month to month basis on the same terms and conditions until such time as the parties reach a new Amending Agreement or Agreement for the operation and maintenance of the City of Sault Ste. Marie's Wastewater Treatment Facilities."

2. NOTICE PROVISION FOR TERMINATION AMENDED

The parties further agree that Section 6.1(a) of the Main Agreement shall be deleted and replaced with the following:

"Section 6.1 – Termination of Agreement

(a) At least twelve calendar months before the expiry of the Initial Term, or any Renewal Term, either party may notify the other in writing whether it wishes to terminate this Agreement at the end of the Initial Term or any Renewal Term. If no notice is given as required by this section or the parties do not otherwise agree in writing then the Agreement shall renew for a further five year period ("Renewal Term"), except in the case of a Renewal Term effectively ending on December 31, 2023.

In the event of a Renewal Term effectively ending on December 31, 2023, the parties hereto acknowledge and agree that:

(i) Section 4.1(b) shall apply; and

(ii) any notice received by either party of termination or desire to renegotiate the terms of the Wastewater Agreement in June 2023 or earlier shall constitute sufficient notice to enter into negotiations for a new Wastewater Agreement or Agreement for the operation and maintenance of the City of Sault Ste. Marie's Wastewater Treatment Facilities."

3. ACKNOWLEDGEMENT OF NOTICE

The parties hereto acknowledge and agree that in June 2023, PUC Services Inc. provided the City with notice that PUC Services desired to renegotiate the terms and conditions of the Wastewater Agreement As such, the parties hereto have commenced negotiations for a new Wastewater Agreement or Agreement for the operation and maintenance of the City of Sault Ste. Marie's Wastewater Treatment Facilities.

4. JANUARY 1, 2024 – MONTH TO MONTH TERM

The parties further acknowledge and agree that commencing January 1, 2024 and thereafter, the term of the Wastewater Agreement shall renew on a month to month basis until such time as the parties reach a new Amending Agreement or Agreement for the operation and maintenance of the City of Sault Ste. Marie's Wastewater Treatment Facilities.

5. TERMS AND CONDITIONS OF AMENDING AGREEMENT

The parties acknowledge and agree that all other terms and conditions as set out in the Wastewater Agreement shall apply to this Amending Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Amending Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

PUC SERVICES INC.

_____

_____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR – MATTHEW SHOEMAKER

_____
CITY CLERK - RACHEL TYCZINSKI

WASTEWATER TREATMENT SERVICES AGREEMENT

THIS AGREEMENT made effective this 1st day of July, 2003

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "Owner"

OF THE FIRST PART

AND

PUC SERVICES INC.
hereinafter called "PUC Services"

OF THE SECOND PART

CONCERNING:

OPERATION AND MAINTENANCE OF THE CITY OF SAULT STE. MARIE'S WASTEWATER TREATMENT FACILITIES

RECITALS

(a) PUC Services is in the business of providing operation and maintenance services ("Services") for water and wastewater facilities.

(b) The Owner is the owner of the facility, more particularly described in Schedule A (the "Facility").

(c) The Owner wishes to retain the services of PUC Services to operate and maintain the Sault Ste. Marie Wastewater Facilities (as further described in Schedule A, the "Facility") in accordance with the provisions of this agreement (the "Agreement")

(d) The Owner and PUC Services (collectively, the "Parties") are entering this Agreement to clarify and set out their respective rights and obligations with respect to the operation, maintenance, invoicing and payment arrangements for the facility.

(e) The Council of the Owner on the 23rd day of June, 2003, passed By-Law No. 2003-154 authorizing the owner to enter into this Agreement.

NOW THEREFORE the Owner and PUC Services agree as follows:

ARTICLE 1 - INDEX TO DEFINITIONS

Section 1. 1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF PUC SERVICES

Section 2. 1 - Retention of PUC Services

The Owner retains PUC Services to provide management, operation, administration and maintenance services, as further described in Schedule "C" to this Agreement, in respect of the Facility (the "Services").

PUC Inc. SERVICES

Section 2. 2 - Performance of Services

(a) PUC Services shall operate the Facility in compliance with all applicable laws, regulations and authorizations except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:

(i) the Owner not making the Capital Expenditures reasonably recommended by PUC Services in the Estimate as described under Section 4.6 below;

(ii) mechanical failure of any equipment at the Facility unless the mechanical failure is due to negligent maintenance or operation by PUC Services;

(iii) the wastewater transmitted to the Facility for treatment does not meet the requirements of the Owner's sewer use by-law or any Applicable Law;

(iv) the wastewater transmitted to the Facility for treatment contains contaminants or other substances which cannot be treated or removed by the Facility's processes; or

(v) the quantity of wastewater transmitted to the Facility exceeds the Facility's design capacity.

(b) PUC Services may temporarily cease to provide or reduce, the level of provision of Services hereunder in the event of an emergency, a breakdown or any Uncontrollable Circumstance; provided, however, that PUC Services shall, when practicable, endeavour to give the Owner reasonable advance notice of each such occurrence.

(c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by PUC Services, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Owner if and to the extent caused by occurrences or circumstances beyond the reasonable control of PUC Services, including but not limited to, decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, riots, explosions, fire and acts of third parties (any such occurrence or circumstance is referred to as an "Uncontrollable Circumstance").

(d) PUC Services, in its discretion, shall take remedial measures that it determines are reasonably necessary to attempt to maintain compliance with Applicable Laws. Within the context of Section 2, such measures may be beyond the Services and as such would be subject to extra costs as described in Paragraph 4.5 (f). PUC Services shall use its best efforts to contact the Owner and obtain the Owner's approval prior to undertaking such remedial measures.

(e) Notwithstanding Paragraph 2.2(d) above, the Owner recognizes that such remedial measures taken by PUC Services may be as a result of an emergency situation or an Uncontrollable Circumstance and that in such situations PUC Services' primary concern will be making all reasonable efforts to maintain compliance with Applicable Laws.

(f) The Owner has retained a consultant to prepare operating and maintenance specifications that are specific to the Facility (the Specifications). PUC Services shall operate the Facility in accordance with the Specifications to be established. While it is anticipated that the Specifications will not require a lower level of operating and maintenance activities than the current practice, it is agreed by the parties hereto that any significant impact on operating costs, either increase or decrease, shall be negotiated.

Section 2. 3 - Excluded Services

Any services not set out in the Services (the "Excluded Services") are excluded from this Agreement and, without limiting the generality of the foregoing, those services set out in Schedule "D" to this Agreement are examples of Excluded Services. If the Owner subsequently requires PUC Services to provide the Excluded Services, they may be provided at additional cost to the Owner.

Section 2. 4 - PUC Services as Independent Contractor

In performing the Services, PUC Services shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither PUC Services nor its employees, agents or subcontractors shall be subject to the direction and control of the Owner, except as expressly provided in this Agreement.

PUC Inc.
SERVICES

Section 2. 5 - Authorized Representatives

Each of PUC Services and the Owner shall be entitled to designate in writing to the other one or more Individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representatives"). Each of the parties shall be entitled to rely on the acts and approvals given by the other party's Authorized Representative until such time as it receives a written notification of change in the other party's Authorized Representative

Section 2. 6 - Reporting

Within thirty days of the completion of each calendar quarter or such other period as the Owner and PUC Services may agree upon, PUC Services shall provide the Owner's Authorized Representative with a report describing the Facility's performance for that period.

Section 2. 7 - Access to the Facilities

As the operator of the Facility, it is the responsibility of PUC Services to ensure the integrity of the operation of the Facility as well as the health and safety of PUC Services staff and, as necessary, any contractors and other persons visiting or working at the Facility, including any representatives of the Owner who may be visiting the Facility.

To ensure that both PUC Services and the Owner can meet their respective responsibilities with respect to the Facility, the Owner shall ensure that its staff, agents and/or contractors (the "Owner Representative") who have access to the Facility will follow the following protocol:

(a) Owner Representatives will provide PUC Services' operations manager for the Facility with reasonable advance notice of their intention to visit the Facility;

(b) All visits made by Owner Representatives shall be made during normal working hours while PUC Services staff are present at the Facility;

(c) All Owner Representatives visiting the Facility must sign in and out of the logbook. At all times, PUC Services staff need to be aware of who is visiting the Facility and their whereabouts;

(d) No Owner Representative will be allowed access to the Facility until they have received a risk/hazard orientation session with PUC Services staff. The purpose of this orientation session would be to ensure that all Owner Representatives are made aware of the potential safety risks/hazards at the Facility as well as those areas of the Facility where access is prohibited (e.g. confined spaces). All Owner Representatives visiting the Facility should wear appropriate attire (e.g. safety footwear) and be familiar with the Owner's safety procedures as well as the procedures set out in PUC Services' Safety Manual (recognizing that in some circumstances Contractors retained by the Owner may have their own Health and Safety Policy in place that is adequate to address the risks within the Facility or the work being performed);

(e) Owner Representatives shall not in any way interfere with PUC Services' operation of the Facility and, in particular, Owner Representatives shall not at any time manipulate/adjust/re-set any equipment, process control, etc. within the Facility without the prior approval of the Facility's Operation Manager;

(f) The Owner shall release PUC Services its directors, officers, employees and agents (collectively the "Released Parties") from any and all actions, damages, claims, liabilities, injuries, costs and charges (each a "Claim") associated with any action taken or failure to act by an Owner Representative while visiting the Facility and the Owner shall take full responsibility for any Claims resulting from any actions or failure to act of an Owner Representative at the Facility and shall indemnify PUC Services and the Released Parties for all such Claims incurred or suffered by PUC Services and/or anyone or more of the Released Parties as a result of such actions.

Section 2. 8 - Indemnification of the Owner

PUC Services shall exonerate, indemnify and hold harmless the Owner, its officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Owner that are caused by PUC Services' negligence or willful misconduct when performing the Services. The Owner shall be deemed to hold the provisions of this Section 2.8 that are for the benefit of the Owner's officers, employees and agents in trust for such officers, employees and agents as third party beneficiaries under this Agreement.

PUC Inc. SERVICES

Section 2. 9 - Insurance

(a) PUC Services shall arrange for insurance coverage of the Facility as described in Schedule "E" to this Agreement (the "Insurance") and, with the exception of automobile insurance, the Owner shall be an additional insured under such Insurance. If there is a significant change in the Insurance, the Owner will be notified of such change.

(b) The Owner may, at its cost, maintain additional insurance in respect of the Facility if it wishes and PUC Services shall be an additional insured under such insurance.

(c) The Owner shall be responsible for securing its own insurance for any operations with which it is involved or which are Excluded Services that are not the subject of this Agreement. The Owner acknowledges that it will have no recourse under PUC Services' policies of insurance for any such operations.

(d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule "E".

Section 2. 10 - Representations and Warranties of PUC Services

PUC Services represents and warrants to the Owner that the following are true and correct:

(a) That it has power and authority and has taken all necessary steps to enter into and perform its obligations under this Agreement; and

(b) PUC Services' staff are trained and capable of carrying out the terms of this Agreement.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

Section 3. 1 - Representations and Warranties of the Owner

The Owner represents and warrants to PUC Services that:

(a) The Owner has the full power and authority to enter into and perform its obligations under this Agreement.

(b) The Owner has passed all necessary by-laws and obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facility, including without limitation, any Authorizations required from the Ontario Municipal Board and the Ministry of the Environment, and each of the Authorizations are in good standing.

(c) The Owner has provided PUC Services with a true copy of each of the Authorizations referred to in paragraph 3.1 (b) above, prior to the date of execution of this Agreement, including a certified copy of each municipal by-law and other approval required to authorize the Owner to enter into and perform its obligations under this Agreement.

(d) As owner of the Facility the Owner is fully aware of its responsibilities and obligations and, as part of its due diligence in operating the Facilities, has selected PUC Services as operator to provide the Services.

Section 3. 2 - Covenants of the Owner

The Owner hereby covenants for the benefit of PUC Services:

(a) The Owner agrees to promptly provide PUC Services with any information relating to the Facility which could have a bearing on the provision of Services by PUC Services.

(b) The Owner shall repair, maintain and keep in a good working state, in accordance with good engineering practice and the standards reasonably applicable to an owner of like facilities, all wastewater works that belong to or are under the control of the Owner and that collect and transmit wastewater to the Facility.

(c) The Owner shall take reasonable steps to ensure that wastewater transmitted to the Facility complies with the Owner's sewer use by-law and any Applicable Law.

Section 3. 3 - Exoneration and Indemnification of PUC Services

(a) Subject to Paragraph 3.3(c) below, the Owner shall exonerate, indemnify and hold harmless PUC Services, its directors, officers, employees and agents (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that, in any way, either arise from or are connected with the operation of this Agreement.

(b) PUC Services shall be deemed to hold the provision of this Section 3 that are for the benefit of PUC Services' directors, officers, employees and agents in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.

(c) Notwithstanding the other provisions of this Section 3, the Owner shall not be liable in respect of damages arising out of any Claim where:

(i) to the extent that such Claim is covered by the Insurance or a policy of insurance put in place by PUC Services, the premiums of which were paid for by the Owner; or

(ii) where the Claim arose solely as the result of PUC Services' negligence or willful misconduct in providing the Services.

ARTICLE 4 - ARTICLE 4- TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4. 1 - Initial Term of Agreement

This Agreement shall start on July 1, 2003 and shall continue in effect for an initial term of five and a half years (the "Initial Term") and then shall be renewed for successive five year terms unless terminated under Section 6.2 of this Agreement.

Section 4. 2 - Annual Price for Initial Term

(a) Subject to any adjustments made pursuant to other provisions of this Agreement, the Owner shall pay PUC Services for provision of the Services, a price for each year of the Initial Term in the following amounts (the "Annual Price"):

(i) For Year One from July 1, 2003 through to December 31, 2003 inclusive: $797,432.00 (One half of the full year price of $1,594,864.00).

(ii) For Year Two beginning January 1, 2004 and subsequent Years: $1,594,864.00 plus an adjustment for inflation calculated as described below in Paragraph 4.2(b).

(b) Statistics Canada Consumer Price Index, All Items (Ontario) ("CPI") shall be used to calculate the inflation adjustment referred to in Paragraph 4.2(a) above. The percentage difference between the CPI during June of the previous year as compared to the CPI of June of the current year, less the reduction identified in Paragraph 4.2(c), shall be the inflation adjustment for the next year. For example, the inflation adjustment for year 2004 is the CPI of June 2003 divided by the CPI of June 2002. The adjustment will be calculated as soon as necessary information is available from Statistics Canada and the Annual Price will be retroactively adjusted to January 1. In year two of the Agreement and subsequent years, the inflation adjustment shall be added to the Annual Price for year one of the Agreement on a cumulative basis.

(c) The reduction referred to in Paragraph 4.2(b) above shall be equal to one half (1/2) percent. This reduction shall not be used to reduce the inflation adjustment, in any particular year, to less than zero (0) percent.

Section 4. 3 - The Annual Price in Renewal Terms

The Annual Price for any renewal term will be as agreed between the Owner and PUC Services. If the Parties can not agree on the Annual Price for any renewal term within six months of the beginning of the last year of the Initial Term or a renewal term (the "Current Term"), this Agreement will be terminated six months from the last day of the Current Term. During this six month period, the Owner shall pay the Annual Price paid for the last year of the Current Term, as indicated above, pro-rated over the six month period.

PUC Inc.
SERVICES

Section 4. 4 - Payment of the Annual Price

The Owner shall pay PUC Services the Annual Price for each year of the Initial Term or any Current Term, in twelve monthly payments, in advance, on the first day of each month. Payment may be made by the Owner by pre-authorized bank debit from a bank account designated by the Owner or by payment upon receipt of invoice. In Year One of the Initial Term, the monthly payment of the Annual Price shall be $132,905.33. The first payment shall be due and payable on July 1, 2003 and available in the Owner's designated bank account on that date.

Section 4. 5 - Items not included in the Annual Price

The Annual Price, for each year of the Initial Term and any subsequent term, covers all charges for the Services, but does not cover items or matters that are outside the scope of the Services, and without restricting the generality of the foregoing, does not include the following:

(a) any Capital Expenditures as agreed to by the Owner, or resulting from any failure of the Owner to implement reasonably recommended Capital Expenditures;

(b) any charges resulting from any changes in Services required by changes to Applicable Laws;

(c) Unexpected Expenses (as defined in Paragraph 4.7(a) below);

(d) the payment of municipal taxes or municipal grants in lieu of taxes; and

(e) any charges resulting from adverse tax changes in respect of the Services or the Facility, excluding income taxes payable by PUC Services on its own revenues.

(f) any charges resulting from PUC Services having to address an Uncontrollable Circumstances and, without limiting the generality of the foregoing, such charges resulting from those situations addressed in Section 2.2 of this Agreement.

(g) any charges for utilities including hydroelectric power, natural gas and water.

Section 4. 6 - Capital Expenditures

(a) "Capital Expenditures" means the charges for all capital items in relation to the Facility, including new or replacement equipment, any overhaul or rebuild of equipment, any non-routine repair or maintenance, (excluding routine maintenance); any alterations and any associated installations, commissioning, including labour and preselection "charges, together with PUC Services' service fee.

(b) No later than October 31st of each year this Agreement is in force, or a date as the parties may agree in writing, PUC Services will provide the Owner with an estimate of the Capital Expenditures reasonably required for the operation of the Facility for the following year. The Owner's written approval of any estimate authorizes PUC Services to incur the Capital Expenditures included in the estimate (the "Approved Capital Expenditures").

(c) PUC Services will invoice the Owner for the Approved Capital Expenditures together with any additional supporting documentation and the Owner shall pay the invoice within 30 days of receipt.

Section 4. 7 - Unexpected Expenses

(a) "Unexpected Expenses" means unanticipated expenditures that PUC Services reasonably incurs in order to address equipment failure, acts of third parties, or other circumstances beyond PUC Services' reasonable control, including but not limited to unregulated septic dumping, illegal industrial waste discharges or overflows, any emergency situation or any situation resulting from an Uncontrollable Circumstance.

(b) In the event that PUC Services is required to incur Unexpected Expenses, the prior approval of the Owner with respect to those Unexpected Expenses will be required only if time permits. Within ten days of incurring the Unexpected Expenses, PUC Services will provide the Owner with a report detailing the reasons the Unexpected Expenses were incurred and the Owner shall pay PUC Services for the Unexpected Expenses within thirty (30) days of receipt of an invoice from PUC Services.

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Section 4. 8 - Interest on Late Payments

If the Owner's monthly payment of the Annual Price is not available in its designated bank account on the agreed to date of payment, or if a certified cheque payable to PUC Services has not been received, PUC Services will notify the Owner that the funds were not available. On the next Business Day, PUC Services will again attempt to withdraw the monthly payment. If funds are not available when the second attempt to withdraw funds is made, PUC Services will notify the Owner that the payment is late, and in addition to paying the monthly payment owing to PUC Services, the Owner shall pay PUC Services interest at that rate determined by PUC Inc., from time to time, as payable on overdue accounts, in accordance with the Financial Administration Act plus any banking and administrative charges.

Section 4. 9 - Partial Payment of Disputed Invoices

If the Owner disputes any portion of an invoice, the Owner shall nonetheless pay to PUC Services the undisputed portion of the invoice by the due date. If any additional amount is finally determined to be payable to PUC Services, the Owner shall pay PUC Services the additional amount, plus interest as provided in Paragraph 4.8 above, within ten days from the date of final determination.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5. 1 - Arbitration

(a) If a dispute arises between the Owner and PUC Services which cannot be resolved within a reasonable time, the issue shall be determined by a sole arbitrator appointed by mutual agreement between the Owner and PUC Services.

(b) Failing agreement, the issue shall be determined by a panel of three arbitrators: one arbitrator shall be appointed by the Owner and a second arbitrator shall be appointed by PUC Services. These two arbitrators shall appoint a third, who shall chair the arbitration. The determination of the sole arbitrator or the arbitration panel, as applicable, shall be final and binding upon PUC Services and the Owner and there shall be no appeal from the determination.

(c) The arbitration shall be governed by the provisions of the Arbitrations Act.

(d) The fees and expenses of the arbitrator(s) shall be borne equally between the Parties.

ARTICLE 6 - EXISTING AGREEMENTS AND TERMINATION

Section 6. 1 - Termination of Agreement

(a) At least twelve calendar months before the expiry of the Initial Term, or any Renewal Term, either party may notify the other in writing whether it wishes to terminate this Agreement at the end of the Initial Term or any Renewal Term. If no notice is given as required by this section or the parties do not otherwise agree in writing then the Agreement shall renew for a further five year period ("Renewal Term").

(b) During the Initial Term or any Renewal Term, this Agreement may be terminated by either the Owner or PUC Services ("termination for Cause") if:

  (i) there has been a material breach of the Agreement; and

  (ii) the party complaining of the breach has given written notice of the breach to the other party; and

  (iii) the other party does not correct the breach within thirty days of receiving the notice.

  (iv) After the thirty days referred to in paragraph (iii) above has expired, the party complaining of the breach gives the other party six months written notice of termination.

(c) If either Party disputes the existence of a breach or that the breach is material, the dispute may be referred to arbitration under Section 5.1 of this Agreement.

(d) After the Initial Term, either the Owner or PUC Services may terminate this Agreement as follows:

(i) in accordance with Section 4.3;

(ii) for any reason, upon twelve months prior written notice; or

(iii) if there has been a material breach of the Agreement, in accordance with the procedures described in Paragraph 6.1(b) above.

Section 6. 2 - Early Termination

(a) Subject to paragraphs (b) and(c) below, the Owner shall be entitled to terminate this Agreement for any reason prior to the expiry of the Initial Term, on a six months prior written notice to PUC Services.

(b) The Owner acknowledges that PUC Services is able to offer the Annual Price because of long term agreements PUC Services enters into with suppliers and other third parties. If the Owner terminates this Agreement early pursuant to paragraph (a) above, the Owner shall:

(i) assume for the duration of the Initial Term, any contractual obligations that PUC Services may have made with respect to the Facility or in connection with this Agreement for the supply of services, products or materials, including but not limited to any obligations to suppliers and sludge haulers, or the Owner shall compensate PUC Services for any costs, expenses and losses incurred by PUC Services in terminating this Agreement. Such costs, expenses and losses shall not include any claim for severance packages for employees or loss of profit.

(ii) pay PUC Services a reasonable price for any equipment at the Facility purchased by PUC Services (and not paid for by the Owner) in order to make operations at the Facility more efficient.

(c) If the Owner terminates this Agreement pursuant to paragraph (a) above, the last day on which PUC Services shall operate the Facility shall fall on the last day of a calendar quarter.

Section 6. 3 - Inventory Count of Consumables/Supplies

PUC Services and the Owner will conduct an inventory count of consumables/supplies at the Facility on the first day of the Initial Term, or as soon as the parties may agree on. Upon termination of this Agreement, PUC Services shall either:

(a) ensure that there is the same amount of consumables/supplies at the Facility on the date of termination as there was on the first day of the Initial Term; or

(b) reimburse the Owner for any shortfall.

If the amount of consumables/supplies at the Facility on the date of termination exceeds the amount on the first day of the Initial Term, the Owner will either reimburse PUC Services for any excess or PUC Services may take possession of any excess, as PUC Services may determine.

Section 6. 4 - Final Settlement

If PUC Services ceases to operate and maintain the Facility, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by PUC Services and amounts owing by or to the Owner under this Agreement and any Existing Agreement including, but not limited to the outstanding debt, if any, owed to PUC Services, no later than ninety days after PUC Services ceases to provide the Services.

ARTICLE 7 - INNOVATIONS

Section 7. 1 - Innovations

Either Party may bring forward innovative ideas for the operation of the Facility and both parties agree to reasonably consider such innovative ideas

PUC Inc. SERVICES

ARTICLE 8 - GENERAL

Section 8. 1 - Ownership of Technology

The Owner acknowledges and agrees that in providing the Services, PUC Services may utilize certain technology developed by or for PUC Services, whether existing now or in the future, including but not limited to technology such as WMS, and PCD (the "Technology"). The Owner further agrees that the use of the Technology at the Facility does not in any way give the Owner any ownership rights in or Intellectual Property Rights to, the Technology.

Section 8. 2 - Headings

The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

Section 8. 3 - Entire Agreement

This Agreement constitutes the entire agreement between the Owner and PUC Services with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Owner and PUC Services with respect thereto.

Section 8. 4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the parties hereto. All amendments shall be attached to this Agreement as a Schedule. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 8. 5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either party.

Section 8. 6 - Survival

All representations, warranties and indemnities given by each of the parties, shall survive indefinitely the termination of this Agreement.

Section 8. 7 - Severability

If any covenant, obligation or provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining provisions or the application of each provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable.

Section 8. 8 - Notices

(a) Any notice, or other communication required or permitted to be given hereunder by either party to this Agreement shall be in writing and shall be delivered in person, transmitted by fax or sent by registered mail, addressed as follows:

(i) if to the Owner:

City of Sault Ste. Marie, Engineering and Planning Department
P .O. Box 580, 99 Foster Drive, Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5329 Fax: (705) 541-7165
Attention: Don Elliott, Environmental/Construction Engineer

(ii) if to PUC Services:

PUC Services Inc.
P.O. Box 9000, 765 Queen Street East, Sault Ste. Marie, ON P6A 6P2
Telephone: (705) 759-6552 Fax: (705) 759-6534
Attention: Dominic Parrella, V.P. Operations and Engineering

(b) If delivered in person or transmitted by fax, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day).

(c) If mailed, any such notice or other communication shall be deemed to have been given and received on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days afterwards a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by fax as provided in this Section 8.8.

(d) A party to this Agreement may change its address for the purpose of this Section by giving the other party notice of such change of address in the manner provided in this Section.

Section 8. 9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 8. 10 - Freedom of Information

The Owner understands and agrees that this Agreement and any materials or information provided to PUC Services through the performance of the Services may be subject to the Freedom of Information and Protection of Privacy Act, R.S.O., 1990, C-F, 31, as amended.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

PUC SERVICES INC.

By: _____
Brian Curran, President &CEO

Date of Signing

By: _____
Terry Greco, Treasurer

Date of Signing

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: _____
John Rowswell, Mayor

Date of Signing

By: _____
Donna Irving, City Clerk

Date of Signing

PUC Inc. SERVICES

SCHEDULE A

The Facility

Part I. Description of the Facility

For the purposes of this Agreement, the Facility is comprised of the following:

West End Plant

The West End Plant is a 20,000 cubic meter per day conventional activated sludge wastewater treatment plant. The plant includes two lift stations, mechanical bar screens, two vortex grit removal units and two primary clarifiers with scum removal equipment. Secondary treatment is provided by four aeration cells with fine bubble diffusers and two secondary clarifiers as per the Certificate of Approval. The plant has a sludge dewatering system consisting of two diaphragm sludge transfer pumps, two gorators, three single piston positive displacement pumps (Willett) and two 1200 mm plate and frame sludge presses.

Lift Stations

There are two large and one smaller screw pumps at each station. The smaller pump is used as the duty pump with the larger ones as standby. The pumps are of axial, high lift flow design operating on a start/stop operation cycle. The daily pumping capacity of the lift station is 410,000 cu.m./day, the two large pumps each with a capacity of 190,000 cu.m./d, and the smaller one with a capacity of 30,000 cu.m./d. The lift stations are each equipped with a permanent standby diesel generator. The Intermediate pump station, located at 800 Young Street, produces 300 Kilowatts and will operate all equipment. The Main pump station generator, located at 55 Allen's Side Road, produces 400 Kilowatts and operates all lift station equipment as well as the Control Room in the administration building which contains the alarm system.

Primary Overview

The screening and degritting building contains two mechanically operated bar screens and one manually cleaned screen for emergency purposes. Rags, sticks and other material collect on these screens and are transferred to a disposal bin via a screw conveyor. Two vortex grit removal tanks allow the collection of inorganic material, which is transferred to the waste bin via a belt conveyor for disposal at the City's landfill site. The West End Plant primary sedimentation includes 2 tanks with a total capacity of 2,904 cu.m. allowing for 6.5 hours of detention time under average flow conditions. The primary clarifier tanks are both 44m x 11m x 3m, 1,452 cu.m. in size. Slide gates allow inlet flow control. Travelling bridges direct the settled solids into 4 hoppers with diaphragm pumps for solids removal. Surface scum is removed with a cross collector system and deposited in tanks for disposal at landfill.

Biological Overview

The West End Plant biological process includes 4 tanks with a total capacity of 4,600 cu.m. for approx. 5.5 hours detention time under average flow conditions. Each tank is 30m x 15m x 5m, or 1,160 cu.m. in size. There are 4 blowers located in the Blower Building, which can deliver up to 1,425 cu.m./hr air volume to provide the oxygen necessary for the micro-organisms.

Secondary Overview

West End Plant secondary sedimentation system includes 2 clarifiers with a total capacity of 5,090 cu.m. providing approx. 5.8 hours of detention time under average flow conditions. Each final clarifier tank is 30m diameter x 3.6m, for a capacity of 2,545 cu.m.

Disinfection- Effluent Disposal Overview

Chlorine gas stored in the Chlorine Building is used in the chlorination process of the final effluent. The average volume of treated effluent to be disposed of is 10,500 cu.m./d and is directed into the St Mary's River after the final treatment stage via a 2 km outfall.

Solids Handling Overview

The sludge dewatering process produces a solids mass that is greater than 25% solids. This facility incorporates plate presses for dewatering purposes. The total volume treated by this process is 1,520 cu.m./month. Anionic polymers are applied at the Willett pumps to assist in the removal of water. The total volume of sludge produced per annum requiring disposal is 1,900,000 kg of dewatered cake hauled in 2,500 cu.m. loads via tractor-trailers.

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East End Plant

The East End plant is a primary plant with chemical phosphate removal, designed for a total flow of 54,550 cu.m./d. Upgrades were made in 1987 to incorporate Phosphate removal via the addition of aluminum sulphate and polymer, as well as improved sludge dewatering quality and quantity with the addition of Plate Presses. Approximately two thirds of the cities' sewage is collected by several pumping stations and directed to the East End plant. This flow is collected from the east area of the city, as well as the central area and the west, up to and including the Peoples Road area. The plant includes three lift stations, influent monitoring, mechanical bar screens, degritters, and six clarifiers with scum removal.

Influent Works

As the influent enters the head of the plant, the flow is split to A and B plants, usually at a ratio of 4:1. Aluminum Sulphate is added to each of the two flow streams, then the flows are metered in the parallel parshall flumes. The alum is paced to flow based upon the meter readings. When high flows occur, usually due to runoff, the alum feed is automatically switched to manual settings.

Screening and Degritting

The first physical process in the treatment takes place in the detritor buildings, where the flow passes through mechanical bar screens and then the grit removal system (detritors and grit rakes). The screens collect and remove rags, sticks and other large objects to a belt conveyor, which transports them to a storage bin.

The detritors reduce the velocity of the flow, allowing grit, sand, gravel and silty material to settle out (inorganic). A revolving collector mechanism at the bottom of the detritor draws the settled material to a sump from which a reciprocating rake lifts the material to a conveyor for transportation to a storage bin. The rake channel is equipped with two organic return pumps that return suspended organic material back into the flow. The accumulated rags and grit are hauled to the city landfill site.

At the discharge of the detritors a predetermined dosage of polymer is added, based on the flow measured at the parshall flumes.

Primary Sedimentation Tank

From the detritor, the flow is discharged via a distribution chamber to the primary sedimentation tanks (also known as clarifiers). Here, the flow rate is reduced to allow heavier solids to settle to the bottom of the tanks. The alum and polymer additions result in floc by joining solids, causing them to settle in the clarifiers rather than flow untreated (unaffected) through the plant. This floc contains the phosphorous that has reacted with the alum, as well as the particles of solids typically left behind with normal primary treatment, reducing the total phosphorous to <1.0 mg/l during optimum treatment.

The settled solids (or sludge) is collected by revolving mechanical scrapers, to the centre of the clarifier where it is pumped by diaphragm pumps to holding tanks at the dewatering building. The scum that collects on the surface of the settling tanks is removed by skimmer mechanisms and deposited into a scum pit. This scum is pumped off the bottom to the sludge holding tanks, from where it is hauled to landfill by vacuum trucks.

Chlorine Contact Chamber

The effluent from the primary tanks, with > 70% of the suspended solids removed, flows by gravity to the chlorine contact chamber. Chlorine is added at this point and, following a twenty minute detention time in the chamber is discharged via a 54 inch outfall sewer to the St. Mary's River with a 0.5 mg/l chlorine residual. Any process bypass within the plant flows through the chlorine contact chamber for disinfection.

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Dewatering

The chemically treated sludge collected by the primary settling tanks is dewatered by use of two plate presses. To operate these units efficiently, they must have a sufficient supply of sludge and polymer to fill the press. Optimal process operation is to keep sludge in the primary clarifers to a minimum, therefore, sludge holding tanks are mixed to prevent the sludge from separating or becoming septic before pressing.

Immediately before entering the press, the sludge is preconditioned (mixed) with a polymer coagulant that assists in releasing the water and bonding the solids into a floc. The dewatered sludge or press cake is discharged to a trailer for haulage to the city landfill site.

Part 2. Street Address of the Facility

The street address of the Facility is as follows:

West End Plant	55 Allen's Side Road, Sault Ste. Marie, ON
Main Lift Station (West End)	55 Allen's Side Road, Sault Ste. Marie, ON
Intermediate Lift Station (West End)	800 Young Street, Sault Ste. Marie, ON
East End Plant	2221 Queen St. E., Sault Ste. Marie, ON
River Road Station (East End)	79 River Road, Sault Ste. Marie, ON
Clark Creek Station (East End)	1677 Queen Street E., Sault Ste. Marie, ON
Pim St. Station (East End)	816 Bay Street, Sault Ste. Marie, ON

PUC Inc.
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SCHEDULE B

Definitions

In this agreement, the following terms are defined below or in the section in which they first appear:

"Agreement" means this agreement together with Schedules A, B, C, D and E attached hereto and all amendments made hereto by written agreement between PUC Services and the Owner.

"Annual Price" is defined in Paragraph 4.2(a) of this Agreement.

"Applicable Laws" is to be broadly interpreted and means, with respect to any person, property, transaction, event or other matter dealt with in this Agreement, any and all statutes, by-laws, regulations, enactments, ordinances, rules, permits, consents, approvals, certificates of approval, licenses, judgements, orders, judicial decisions, common-law rules, decrees, injunctions, agreements, authorizations, regulations, policies, directives, objectives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers' compensation matters.

"Approved Capital Expenditures" is defined in Paragraph 4.6(b) of this Agreement.

"Authorizations" means each of the sewer use and water by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under any Applicable Law from time to time in order to operate the Facility.

"Authorized Representatives" is defined in Section 2.5 of this Agreement.

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in Ontario.

" Capital Expenditures" is defined in Paragraph 4.6(a) of this Agreement.

"Claim" means any claim, fine, penalty, liability, damages, loss and judgements (including but not limited to, costs and expenses incidental thereto) of any kind and nature whatsoever.

"Current Term" is defined in Section 4.3 of this Agreement.

"Excluded Services" is defined in Section 2.3 of this Agreement.

"Facility" is defined in Paragraph (c) of the Recitals to the Agreement and described in Schedule "A".

"Indemnified Parties" is defined in Section 3.3 of this Agreement.

"Initial Term" is defined in Section 4.1 of this Agreement.

"Insurance" is defined in Paragraph 2.9(a) and further described in Schedule E.

"Intellectual Property Rights" means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

"Parties" is defined in Paragraph (d) of the Recitals to the Agreement.

"PCD" or "Process Control Data" means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

"Renewal Term" is defined in Paragraph 6.1(a) of this Agreement.

"Services" is defined in Section 2.1 and further described in Schedule C to this Agreement.

"Technology" is defined in Section 8.1 of this Agreement.

"Termination for Cause" is defined in Paragraph 6.1(b) of this Agreement.

"Uncontrollable Circumstance" is defined in Paragraph 2.2(c) of this Agreement.

"Unexpected Expenses" is defined in Paragraph 4.7(a) of this Agreement.

"WMS" or "Work Management System" means a computer program used to schedule a program of preventive maintenance activities for equipment in a facility.

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SCHEDULE C

The Services

Subject to the provisions of this Agreement the Services are those services specifically set out in this Schedule. Specifically, PUC Services will provide services relating to Schedule "A" as follows:

1. **Process Operations**

PUC Services, acting reasonably, is responsible for ensuring an efficient operation of the process and keeping records on a daily basis by:

- inspecting process control equipment to ensure proper operation of primary and secondary wastewater treatment clarifiers, pumps, blower and aeration systems, alum and other chemical feeders;
- checking pumping stations for proper operation and taking routine readings;
- operating pump controls and valve controls for pumping of all process streams;
- operating detritor systems, sludge pumping and dewatering systems, aeration systems and chlorination systems;
- operating scum collection equipment and pumping out scum collection chambers;
- raking bar screens and check comminutors and mechanical bar screens;
- hosing down weirs, walls and channels in aeration tanks, clarifier, and detritor equipment;
- mixing and monitoring process chemicals such as chlorine, alum and polymer;
- recording and analyzing wastewater flow, chemicals used, chlorine residuals, process water and wastewater flow calculations;
- sounding clarifier for sludge depth to ensure proper return rates;
- checking chemical feed pumps and return sludge rates, comparing to routine calculations and determining operational adjustment requirements;
- calculating, recording, and analyzing the amount of wastewater treated, the daily flows and monthly flows, pumping station running hours, diesel running hours, amount of chlorine and chemicals used, and the sludge hauled;
- performing routine wastewater tests such as suspended solids, BOD, total solids, chlorine residual, dissolved oxygen, total phosphorus, temperature, 30 minute settling and recording results, calculating plant process control parameters and making operational adjustments as required such as increasing chemical feed or wasting return sludge;
- operating the plate press system to efficiently produce a dewatered sludge that can be safely hauled away for further treatment or disposal at the Owner's landfill site;
- on a routine basis, completing the daily operating forms for statistics for computer input and correcting the results of the output forms to ensure a proper monitoring of plant flows and process for wastewater treatment;
- collecting samples for heavy metals and trace organics, conducting routine analysis for coliform bacteria and chemicals and ensuring that they are shipped to the proper labs (samples to ensure a representative analysis);
- ensuring that the daily operations comply with and fulfill the requirements of the Certificate of Approval and other legal documents;

2. Routine Maintenance

PUC Services will provide routine maintenance of the Facility, as would a reasonable operator. Specifically, PUC Services will:

- carry out a routine lubrication program including greasing and oiling as specified in the lubrication schedule;
- perform routine maintenance duties to equipment by following the preventive maintenance procedures as specified by the Work Management System; by checking machinery and electrical equipment when required, overhauling of equipment when necessary; and by replacing filters, belts, hoses, etc. when required;
- maintain an inventory on all equipment and tools;
- ensure buildings and grounds are kept in a clean and orderly state including cutting grass, clearing snow and other routine maintenance; and
- ensure the security of the facility by locking doors and gates.

3. Capital Improvements

PUC Services, acting as a reasonable operator, will record information on the frequency of equipment breakdown and repair costs to determine replacements needs. Where reasonable, parts of the Facility requiring upgrading or improvement will be identified and brought to the attention of the Owner in accordance with Paragraph 4.6(b) of this Agreement.

4. Optimization

PUC Services will routinely analyze, investigate and, where appropriate, implement measures to improve the effectiveness and efficiency of the Facility.

5. Regulatory Matters

PUC Services will handle day-to-day regulatory requirements and contacts with regulatory authorities in respect of operating issues concerning the Facility. PUC Services will review any inspection reports prepared by regulatory authorities that are provided to PUC Services. Subject to any approvals of the Owner required by Paragraph 4.6(b) of this Agreement, PUC Services will either correct deficiencies identified in such inspection reports or negotiate changes to the reports with the regulatory authorities.

6. Staffing

As appropriate, PUC Services will staff the Facility with certified operators and other trained staff as required by regulation under the Ontario Water Resources Act. All PUC Services staff at the Facility will be trained for the normal process operation and maintenance of the Facility and will also receive training on how to deal with emergency situations. PUC Services staff will be available to provide 24-hour coverage at the Facility in the event of illness or emergencies.

7. Emergency Situations

PUC Services will ensure that the Facility has a contingency plan in place to deal with non-routine operational situations and emergency situations such as spills, by-passes, overflows, hydro interruptions and equipment failure.

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SCHEDULE D

Excluded Services

Services that will not be provided by PUC Services include but are not limited to, the following ("Excluded Services"):

- installation and/or inspection of new water and sewer services;
- high pressure sewer flushing;
- cost for non-routine sampling and lab analysis;
- monitoring and repairs to West End Plant dumping station for recreational vehicles and septic tank haulers;
- utility costs including hydro electric, natural gas and water;
- landscaping at all sewage lift stations and plants;
- Operations and maintenance services for the new John Street pumping station and the Bellevue Park CSO tank.

These "Excluded Services" can be provided by PUC Services subject to section 2.3 of the Agreement.

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SCHEDULE E

Insurance

A summary of the insurance coverage based on industry standards that PUC Services will arrange for in respect of the Facility is described below:

Property Insurance

Perils: "All Risks" including earthquake and flood, subject to policy exclusions.

Limits: Replacement Cost Coverage

Deductibles: For the year 2003, subject to change on annual basis:

All Perils:	$2,500 except earthquake and flood
Earthquake:	$50,000 (minimum)
Flood:	$25,000

Where the Owner's property is repaired or replaced the Owner will pay the deductible. Where PUC Services' property is repaired or replaced, PUC Services will pay the deductible. In cases where both the Owner's and PUC Services' property is repaired or replaced, the deductible will be paid by both the Owner and PUC Services prorated in accordance with the total loss.

Property Insured: All reported properties including buildings, contents and equipment. Includes pumping stations, excludes underground sewer and water system.

Boiler and Machinery Insurance

Coverage: Insures against loss or damage arising from an accident to scheduled object in use or connected ready for use. This insurance also provides for inspection and certification services as required by law.

Objects: Boilers, pressure vessels (excess of 15PSI) and piping.

Accident: Sudden and accidental mechanical breakdown of an object, which causes it physical damage, requiring its repair or replacement. Subject to policy exclusions.

Limit: $60,000,000 per loss.

Deductibles: $2,500 for the year 2003; subject to change on annual basis:

Where the Owner's property is repaired or replaced the Owner will pay the deductible. Where PUC Services' property is repaired or replaced, PUC Services will pay the deductible. In cases where both the Owner's and PUC Services' property is repaired or replaced, the deductible will be paid by both the Owner and PUC Services prorated in accordance with the total loss.

Comprehensive Liability Insurance

Coverage: 1. Automobile liability including Collision and Comprehensive

2. Third party liability including legal fees, for property damage and/or bodily injury as caused by negligence arising out of all operations of the insured.

3. Environmental Impairment liability covering property damage and personal injury and clean up costs for pollution conditions arising out of Operations Covered, which has caused or will cause Environmental Impairment.

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Limit:

1. Automobile: $15,000,000. Accident benefits per Ontario Statutes
2. Third Party: $20,000,000 per Accident, Event, Occurrence, or Wrongful Act.
3. Environmental: $20,000,000 per Accident, Event, Occurrence, or Wrongful Act.

Deductible:

1. Automobile: The deductible will be paid by PUC Services.
2. Third Party: $10,000 for the year 2003; subject to change on an annual basis
3. Environmental: $50,000 for the year 2003; subject to change on an annual basis.

Where PUC Services is negligent the deductible will be paid by PUC Services. Where the Owner is negligent, the deductible will be paid by the Owner. In cases where both PUC Services and the Owner are negligent the deductible will be divided equally.

Where neither the Owner nor PUC Services is negligent the deductible will be paid as follows:

- Where the Owner's property is repaired or replaced the Owner will pay the deductible.
- Where PUC Services' property is repaired or replaced, PUC Services will pay the deductible.
- In cases where the Owner's and PUC Services' and/or a third party's property is repaired or replaced, the deductible will be paid by both the Owner and PUC Services pro rata in accordance with the total loss.

Moved by Councillor J.Caicco
Seconded by Councillor D. Orazietti

Whereas the PUC Inc. has determined that "The Watertower" and property on Second Line East near Great Northern Road is surplus to the needs of the City's waterworks systems; and

Whereas "The Watertower" has become a distinguishable landmark in Sault Ste. Marie and an important point of reference for both local and out-of-town travellers; and

Whereas there have often been suggestions made by the public about how "The Watertower" might be improved or altered so as to be a valuable marketing tool for Sault Ste. Marie;

Now therefore be it resolved that Council request PUC Inc., E.D.C. and appropriate City staff to meet and review, following public consultation, possible options for the re-use of "The Watertower" as part of Sault Ste. Marie's marketing strategy and that possible sources of funding for its refurbishing be identified and report back to Council with recommendations. CARRIED.

SCHEDULE "B"

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2004-28

AGREEMENT: (L.5.9.1) A by-law to replace Schedules A, C and D of the agreement between the City and PUC Services Inc. for the operation and maintenance of the wastewater treatment facilities.

WHEREAS by By-law 2003-154, City Council authorized the execution of an agreement between the City and PUC Services Inc. for the operation and maintenance of the wastewater treatment facilities;

AND WHEREAS certain terms and provisions of this agreement have changed and it is necessary to change Schedules A, C and D of the agreement;

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

1. **SCHEDULES A, C AND D REPLACED**

The present Schedules A, C and D of the agreement between the City and PUC Services Inc. as enacted by By-law 2003-154 and dated July 1, 2003 are hereby deleted and removed and are replaced by Schedules A, C and D of this by-law.

2. **SCHEDULES A, C AND D**

Schedules, A, C and D hereto form part of this by-law.

3. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in open Council this 9th day of February, 2004.

MAYOR - JOHN ROWSWELL

CLERK - DONNA P. IRVING

SCHEDULE A

The Facility

Part I. Description of the Facility

For the purposes of this Agreement, the Facility is comprised of the following:

West End Plant

The West End Plant is a 20,000 cubic meter per day conventional activated sludge wastewater treatment plant. The plant includes two lift stations, mechanical bar screens, two vortex grit removal units and two primary clarifiers with scum removal equipment. Secondary treatment is provided by four aeration cells with fine bubble diffusers and two secondary clarifiers as per the Certificate of Approval. The plant has a sludge dewatering system consisting of two diaphragm sludge transfer pumps, two gorators, three single piston positive displacement pumps (Willett) and two 1200 mm plate and frame sludge presses.

Lift Stations

There are three lift stations associated with the West WPCP: John Street L.S., Young Street L.S., and Main L.S.

The John Street lift station, located at 291 John Street, was commissioned in 2003. It is used to divert a portion of flow from the east system to the west plant. The station has two 75 hp variable frequency driven duty pumps and two 215 hp constant speed pumps. The station is designed to deliver 7 ML/d to the west plant during dry weather flows, with a peak flow of 47.5 ML/d. A flow diversion structure at the inlet to the station allows excess flows to bypass to the East End system. A diesel generator provides full back-up power for the station.

The Young Street and Main lift stations were constructed in 1984, at the same time as the West plant. There are two large and one smaller screw pumps at each station. The smaller pump is used as the duty pump with the larger ones as standby. The pumps are of axial, high lift flow design operating on a start/stop operation cycle. The daily pumping capacity of the lift station is 410,000 cu.m./day, the two large pumps each with a capacity of 190,000 cu.m./d, and the smaller one with a capacity of 30,000 cu.m./d. The lift stations are each equipped with a permanent standby diesel generator. The Intermediate pump station, located at 800 Young Street, produces 300 Kilowatts and will operate all equipment. The Main pump station generator, located at 55 Allen's Side Road, produces 400 Kilowatts and operates all lift station equipment as well as the Control Room in the administration building which contains the alarm system.

Primary Overview

The screening and degritting building contains two mechanically operated bar screens and one manually cleaned screen for emergency purposes. Rags, sticks and other material collect on these screens and are transferred to a disposal bin via a screw conveyor. Two vortex grit removal tanks allow the collection of inorganic material, which is transferred to the waste bin via a belt conveyor for disposal at the City's landfill site. The West End Plant primary sedimentation includes 2 tanks with a total capacity of 2,904 cu.m. allowing for 6.5 hours of detention time under average flow conditions. The primary clarifier tanks are both 44m x 11m x 3m, 1,452 cu.m. in size. Slide gates allow inlet flow control. Travelling bridges direct the settled solids into 4 hoppers with diaphragm pumps for solids removal. Surface scum is removed with a cross collector system and deposited in tanks for disposal at landfill.

Biological Overview

The West End Plant biological process includes 4 tanks with a total capacity of 4,600 cu.m. for approx. 5.5 hours detention time under average flow conditions. Each tank is 30m x 15m x 5m, or 1,160 cu.m. in size. There are 4 blowers located in the Blower Building, which can deliver up to 1,425 cu.m./hr air volume to provide the oxygen necessary for the micro-organisms.

Secondary Overview

West End Plant secondary sedimentation system includes 2 clarifiers with a total capacity of 5,090 cu.m. providing approx. 5.8 hours of detention time under average flow conditions. Each final clarifier tank is 30m diameter x 3.6m, for a capacity of 2,545 cu.m.

Disinfection- Effluent Disposal Overview

Chlorine gas stored in the Chlorine Building is used in the chlorination process of the final effluent. The average volume of treated effluent to be disposed of is 10,500 cu.m./d and is directed into the St Mary's River after the final treatment stage via a 2 km outfall.

Solids Handling Overview

The sludge dewatering process produces a solids mass that is greater than 25% solids. This facility incorporates plate presses for dewatering purposes. The total volume treated by this process is 1,520 cu.m./month. Anionic polymers are applied at the Willett pumps to assist in the removal of water. The total volume of sludge produced per annum requiring disposal is 1,900,000 kg of dewatered cake hauled in 2,500 cu.m. loads via tractor-trailers.

East End Plant

The East End plant is a primary plant with chemical phosphate removal, designed for a total flow of 12 MIGD (54.5 ML/d). Upgrades were made in 1987 to incorporate Phosphate removal via the addition of aluminum sulphate and polymer, as well as improved sludge dewatering quality and quantity with the addition of Plate Presses. Approximately two thirds of the cities' sewage is collected by several pumping stations and directed to the East End plant. This flow is collected from the east and central areas of the city. The plant includes three lift stations, one CSO tank, influent monitoring, mechanical bar screens, degritters, six clarifiers with scum removal, and chlorine disinfection.

Lift Stations

There are three lift stations associated with the East End plant.

The Pim Street lift station was constructed in 1959 with two 16", 75 hp electrically driven pumps and one 16", 170 hp diesel standby pump, with a maximum discharge of 12MIGD (54.5 ML/d). The station was upgraded in the mid 1970's with the addition of a third pump and increasing the motors to 150 hp, and a maximum discharge of 19.6 MIGD (89.1 ML/d). The diesel standby pump is rated at 12 MIGD and operates only when there is a high level situation and a power failure. The Pim Street station discharges to a forcemain, which travels east to Pine Street where it changes to a gravity sewer. This sewer continues east on Queen Street and discharges to the Clark Creek lift station.

The Clark Creek lift station was constructed at the same time as the Pim Street station and the East End Plant (1959). As with the Pim Street station, Clark Creek went through a number of upgrades, with the latest being 2003. The station has four 20", 215 hp electrical, variable speed driven pumps. The maximum discharge capacity remains the same as it was originally designed for, 30 MIGD (136.4 ML/d). This station has a standby diesel generator to service the entire station in the event of a power failure. An auxiliary pumping station (Drake Street station) was incorporated into wet well #1 in 1999 to help alleviate the backup of sewage in nearby residential areas. This station has two small submersible pumps that discharge over a wall into the wet well. The Clark Creek station discharges to the East End plant via a forcemain.

The River Road lift station (also known as the Tarentorus station) was constructed in 1968, with a maximum capacity of 3.75 MIGD (17 ML/d). The station was rebuilt in 1990 to 7.7 MIGD (35 ML/d) with the construction of a new wet well and pump house with three 75 hp variable frequency driven pumps. The station also has a diesel generator for full emergency backup power. This station is located northeast of the plant and discharges by forcemain to the plant.

Combined Sewer Overflow Tank

In 2003 the Bellevue Park CSO tank was completed. The purpose of the facility is to provide additional storage within the sewage collection system in order to divert flows from the downstream Clark Creek station and the East End plant. This storage is for an interim basis until the peak flows within the system subside, thereby preventing premature discharge to the St. Mary's River, and backup into residential basements. Following the high flow event, the tank is emptied back into the Queen Street sewer by a controlled flow system. Once the tank is empty, a flushing water system cleans the bottom of the tank to help minimize the generation of foul odours. The tank has a capacity of 12,000 cubic meters, and utilizes two interceptor chambers to divert the flow: one at the intersection of Queen Street and Churchill Blvd. and the other at Queen and Lake Streets. A 750 L/s pumping station is utilized to pump into the tank from the Lake Street interceptor. There is an overflow that discharges to the St. Mary's River in the

event that high system flows continue for a substantial time period. A diesel generator provides back-up power.

Influent Works

As the influent enters the head of the plant, the flow is split to A and B plants, usually at a ratio of 4:1. Aluminum Sulphate is added to each of the two flow streams, then the flows are metered in the parallel parshall flumes. The alum is paced to flow based upon the meter readings. When high flows occur, usually due to runoff, the alum feed is automatically switched to manual settings.

Screening and Degritting

The first physical process in the treatment takes place in the detritor buildings, where the flow passes through mechanical bar screens and then the grit removal system (detritors and grit rakes). The screens collect and remove rags, sticks and other large objects to a belt conveyor, which transports them to a storage bin.

The detritors reduce the velocity of the flow, allowing grit, sand, gravel and silt to settle out (inorganic). A revolving collector mechanism at the bottom of the detritor draws the settled material to a sump from which a reciprocating rake lifts the material to a conveyor for transportation to a storage bin. The rake channel is equipped with two organic return pumps that return suspended organic material back into the flow. The accumulated rags and grit are hauled to the city landfill site.

At the discharge of the detritors a predetermined dosage of polymer is added, based on the flow measured at the parshall flumes.

Primary Sedimentation Tank

From the detritor, the flow is discharged via a distribution chamber to the primary sedimentation tanks (also known as clarifiers). Here, the flow rate is reduced to allow heavier solids to settle to the bottom of the tanks. The alum and polymer additions result in floc by joining solids, causing them to settle in the clarifiers rather than flow untreated (unaffected) through the plant. This floc contains the phosphorous that has reacted with the alum, as well as the particles of solids typically left behind with normal primary treatment, reducing the total phosphorous to <1.0 mg/l during optimum treatment.

The settled solids (or sludge) are collected by revolving mechanical scrapers, to the centre of the clarifier where it is pumped by diaphragm pumps to holding tanks at the detwatering building. The scum that collects on the surface of the settling tanks is removed by skimmer mechanisms and deposited into a scum pit. This scum is pumped off the bottom to the sludge holding tanks, from where it is hauled to landfill by vacuum trucks.

Chlorine Contact Chamber

The effluent from the primary tanks, with > 70% of the suspended solids removed, flows by gravity to the chlorine contact chamber. Chlorine is added at this point and, following a twenty minute detention time in the chamber is discharged via a 54 inch outfall sewer to the St. Mary's River with a 0.5 mg/l chlorine residual. Any process bypass within the plant flows through the chlorine contact chamber for disinfection.

Dewatering

The chemically treated sludge collected by the primary settling tanks is dewatered by use of two plate presses. To operate these units efficiently, they must have a sufficient supply of sludge and polymer to fill the press. Optimal process operation is to keep sludge in the primary clarifers to a minimum, therefore, sludge holding tanks are mixed to prevent the sludge from separating or becoming septic before pressing.

Immediately before entering the press, the sludge is preconditioned (mixed) with a polymer coagulant that assists in releasing the water and bonding the solids into a floc. The dewatered sludge or press cake is discharged to a trailer for haulage to the city landfill site.

Part 2. Street Address of the Facility

The street address of the Facility is as follows:

West End Plant	55 Allen's Side Road, Sault Ste. Marie, ON
Main Lift Station	55 Allen's Side Road, Sault Ste. Marie, ON
Young Street Lift Station	800 Young Street, Sault Ste. Marie, ON
John Street Lift Station	291 John Street, Sault Ste. Marie, ON
East End Plant	2221 Queen St. E., Sault Ste. Marie, ON
Tarentorus Lift Station	62 River Road, Sault Ste. Marie, ON
Clark Creek Lift Station	1677 Queen Street E., Sault Ste. Marie, ON
Pim St. Lift Station	816 Bay Street, Sault Ste. Marie. ON
Bellevue CSO Tank	1265 Queen Street East, Sault Ste. Marie, ON

SCHEDULE C

The Services

Subject to the provisions of this Agreement the Services are those services specifically set out in this Schedule. Specifically, PUC Services will provide services relating to Schedule "A" as follows:

1. **Process Operations**

PUC Services, acting reasonably, is responsible for ensuring an efficient operation of the process and keeping records on a daily basis by:

- inspecting process control equipment to ensure proper operation of primary and secondary wastewater treatment clarifiers, pumps, blower and aeration systems, alum and other chemical feeders;
- checking pumping stations for proper operation and taking routine readings;
- operating pump controls and valve controls for pumping of all process streams;
- operating detritor systems, sludge pumping and dewatering systems, aeration systems and chlorination systems;
- operating scum collection equipment and pumping out scum collection chambers;
- raking bar screens and check comminutors and mechanical bar screens;
- hosing down weirs, walls and channels in aeration tanks, clarifier, and detritor equipment;
- mixing and monitoring process chemicals such as chlorine, alum and polymer;
- recording and analyzing wastewater flow, chemicals used, chlorine residuals, process water and wastewater flow calculations;
- sounding clarifier for sludge depth to ensure proper return rates;
- checking chemical feed pumps and return sludge rates, comparing to routine calculations and determining operational adjustment requirements;
- calculating, recording, and analyzing the amount of wastewater treated, the daily flows and monthly flows, pumping station running hours, diesel running hours, amount of chlorine and chemicals used, and the sludge hauled;
- performing routine wastewater tests such as suspended solids, BOD, total solids, chlorine residual, dissolved oxygen, total phosphorus, temperature, 30 minute settling and recording results, calculating plant process control parameters and making operational adjustments as required such as increasing chemical feed or wasting return sludge;
- operating the plate press system to efficiently produce a dewatered sludge that can be safely hauled away for further treatment or disposal at the Owner's landfill site;
- on a routine basis, completing the daily operating forms for statistics for computer input and correcting the results of the output forms to ensure a proper monitoring of plant flows and process for wastewater treatment;
- collecting samples for heavy metals and trace organics, conducting routine analysis for coliform bacteria and chemicals and ensuring that they are shipped to the proper labs (samples to ensure a representative analysis);
- ensuring that the daily operations comply with and fulfill the requirements of the Certificate of Approval and other legal documents;
- inspecting the Bellevue CSO tank on a routine basis for water build-up, and activating the emptying cycle when required.
- Testing the operating cycle of the Bellevue CSO tank on a regular basis to ensure that the system is ready for high flow events.

2. **Routine Maintenance**

PUC Services will provide routine maintenance of the Facility, as would a reasonable operator. Specifically, PUC Services will:

- carry out a routine lubrication program including greasing and oiling as specified in the lubrication schedule;

- perform routine maintenance duties to equipment by following the preventive maintenance procedures as specified by the Work Management System; by checking machinery and electrical equipment when required, overhauling of equipment when necessary; and by replacing filters, belts, hoses, etc. when required;
- maintain an inventory on all equipment and tools;
- ensure buildings and grounds are kept in a clean and orderly state including cutting grass, clearing snow and other routine maintenance; and
- ensure the security of the facility by locking doors and gates.

3. **Capital Improvements**

PUC Services, acting as a reasonable operator, will record information on the frequency of equipment breakdown and repair costs to determine replacements needs. Where reasonable, parts of the Facility requiring upgrading or improvement will be identified and brought to the attention of the Owner in accordance with Paragraph 4.6(b) of this Agreement.

4. **Optimization**

PUC Services will routinely analyze, investigate and, where appropriate, implement measures to improve the effectiveness and efficiency of the Facility.

5. **Regulatory Matters**

PUC Services will handle day-to-day regulatory requirements and contacts with regulatory authorities in respect of operating issues concerning the Facility. PUC Services will review any inspection reports prepared by regulatory authorities that are provided to PUC Services. Subject to any approvals of the Owner required by Paragraph 4.6(b) of this Agreement, PUC Services will either correct deficiencies identified in such inspection reports or negotiate changes to the reports with the regulatory authorities.

6. **Staffing**

As appropriate, PUC Services will staff the Facility with certified operators and other trained staff as required by regulation under the Ontario Water Resources Act. All PUC Services staff at the Facility will be trained for the normal process operation and maintenance of the Facility and will also receive training on how to deal with emergency situations. PUC Services staff will be available to provide 24-hour coverage at the Facility in the event of illness or emergencies.

7. **Emergency Situations**

PUC Services will ensure that the Facility has a contingency plan in place to deal with non-routine operational situations and emergency situations such as spills, by-passes, overflows, hydro interruptions and equipment failure.

SCHEDULE D

Excluded Services

Services that will not be provided by PUC Services include but are not limited to, the following ("Excluded Services"):

- installation and/or inspection of new water and sewer services;
- high pressure sewer flushing;
- cost for non-routine sampling and lab analysis;
- monitoring and repairs to West End Plant dumping station for recreational vehicles and septic tank haulers;
- utility costs including hydro electric, natural gas and water;
- landscaping at all sewage lift stations and plants;

These "Excluded Services" can be provided by PUC Services subject to section 2.3 of the Agreement.

SCHEDULE "C"

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-33

AGREEMENT: (L.5.9.1) A by-law to authorize an agreement to amend the agreement between the City and PUC Services Inc. dated July 1, 2003 for the City's wastewater treatment facilities.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 1st day of January, 2007 between the City and PUC Services Inc. which amends the existing agreement dated July 1, 2003 for the operation of the City's wastewater treatment facilities to include the east end wastewater treatment plant.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in open Council this 12th day of February, 2007.

MAYOR – JOHN ROWSWELL

CLERK - DONNA P. IRVING

SCHEDULE "A"

WASTEWATER TREATMENT SERVICES AGREEMENT

AMENDMENT

THIS AGREEMENT made effective the First day of January 2007

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "Owner"

OF THE FIRST PART

AND

PUC SERVICES INC.
hereinafter called "PUC Services"

OF THE SECOND PART

CONCERNING:

OPERATION AND MAINTENANCE OF THE CITY OF SAULT STE. MARIE'S WASTEWATER TREATMENT FACILITIES

RECITALS

(a) The Owner entered into an agreement with PUC Services dated July 1, 2003 and authorised by the Council of the Owner under By-Law No. 2003-154 passed on June 23, 2003 to operate and maintain the Sault Ste. Marie Wastewater Facilities (the "2003 Agreement").

(b) The Owner enacted an amendment to the 2003 Agreement on February 9, 2004 under By-Law 2004-28 (the "2004 Amendment").

(c) The Owner has implemented an upgrade to the East End Water Pollution Control Plant to add secondary treatment (the "Upgraded East End Plant").

(d) The Owner and PUC Services (collectively, the "Parties") wish to further amend the 2004 Agreement to incorporate changes in the scope of services to be provided by PUC Services resulting from the Upgraded East End Plant (the "2007 Amendment").

(e) The Council of the Owner on the 12TH day of FEBRUARY, 2007, passed By-Law No. 2007-33 authorizing the Owner to enter into this 2007 Amendment.

NOW THEREFORE the Owner and PUC Services agree as follows:

1. Terms and Conditions

The Parties agree all terms and conditions of the 2003 Agreement, as amended by the 2004 Amendment, shall remain in full force and effect for the duration of the Initial Term, as defined in the 2003 Agreement, except for the changes identified herein.

2. Scope of Services

The scope of services to be provided by PUC Services is hereby extended to include the operation and maintenance of the Upgraded East End Plant.

Schedules A and C of the 2004 Amendment are hereby deleted and replaced by Schedules A and C attached to this agreement.

PUC SERVICES

3. **Annual Price**

In accordance with Section 4.2 of the 2003 Agreement, the Annual Price for Year Four beginning January 1, 2007 prior to the implementation of this amending agreement would have been $1,692,178.27.

With the significant upgrades required to add secondary treatment to the existing plant and the introduction of the new Biological Nutrient Removal (BNR) process, substantial additional staff are required to provide ongoing operations and maintenance. Staffing will be increased in accordance with the recommendations of the Owner's consultant overseeing the upgrades, Earth Tech Canada Inc.

In contrast, the new BNR process will result in substantial savings in the cost of chemicals. Chlorine is eliminated and replaced by UV disinfection. Also the BNR process will greatly reduce the amount of Alum required to treat the effluent.

The resulting net increase in annual costs is reflected in this change to the Annual Price. The Parties agree that the Annual Price for Year Four beginning January 1, 2007 is hereby revised to the amount of $2,214,570.89.

4. **Cost Adjustments for 2006**

PUC Services incurred additional costs during 2006 related to the phasing-in of additional staff required specifically to deal with the upgrades and due to phasing-in of changes to processes and procedures associated with the upgrades.

The Owner agrees to pay the following items, upon presentation of appropriate invoices:

4.1. A Maintenance Mechanic II (millwright) was hired to deal with the added complexity and scope of mechanical equipment resulting from the upgrades. This employee started on April 25, 2006 in order to provide adequate coverage during the commissioning of new equipment.

Costs for the Maintenance Mechanic II will be invoiced at $7,338 per month prorated to April 25, 2006.

4.2. Two Maintenance Mechanic I (millwright helpers) are required to assist the Maintenance Mechanic II with the added complexity and scope of mechanical equipment resulting from the upgrades. These employees will be added to the staffing compliment as soon as possible.

Costs for the two Maintenance Mechanic I will be invoiced at $6,081 per month per employee prorated to the employees' actual starting dates.

4.3. A Senior Operator is required to oversee the daily responsibilities associated with the new BNR process. This operator will be added to the staffing compliment as soon as possible in order to be ready for transition to the new process, which is now in progress.

Costs for the Senior Operator will be invoiced at $8,003 per month prorated to the employee's actual starting date.

4.4. A Laboratory Technician is required to perform the greatly increased laboratory work resulting from the upgrades. This employee will be added to the staffing compliment as soon as possible in order to be ready for transition to the new process, which is now in progress.

Costs for the Laboratory Technician will be invoiced at $6,520 per month prorated to the employee's actual starting date.

4.5. PUC Services has or will incur additional costs due to:
a) increased cleaning requirements of the new administration building,
b) increased snow removal due to the substantial increase in roadways and walkways,
c) increased laboratory analysis resulting from the BNR process.

Since these costs are not readily identifiable at this time because the buildings and site development are not yet complete and transition to the BNR process is still in progress, the Parties agree these costs will be billed directly once identified.

4.6. PUC Services has or will realize cost savings related to elimination of Chlorine gas and reduction of Alum usage.

Since the extent of these savings cannot be identified at this time because the facilities are not yet fully operational but are expected to be so before year end, the Parties agree PUC Services will provide credits to the Owner for 2006 once they are established.

5. **Insurance**

Section 2.9 of the 2003 Agreement is amended by added thereto subparagraph (e) as follows:

(e) PUC Services acknowledges that the Owner does not carry liability insurance with respect to the operation and maintenance of the Facility. The Owner's insurance coverage is limited to situations unrelated to PUC Services' operation and maintenance of the Facility. PUC Services will be required to respond to claims arising from the operation of the Facility and the Owner shall not be called upon to respond to such claims.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

PUC SERVICES INC.

Date of Signing — Brian Curran, President &CEO

Date of Signing — Terry Greco, Treasurer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Feb 12 -07
Date of Signing — John Rowswell, Mayor

Feb 12 -07
Date of Signing — Donna Irving, City Clerk

PUC SERVICES

SCHEDULE A

The Facility

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PUC SERVICES

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East End Plant

The East End plant is a secondary treatment plant with a *Rated Capacity* of 36,000 m /day in Phase I (and planned to upgrade in the future to a rated capacity of 54,500 m^3/day in Phase II) consisting of the following:

Inlet Works:

- Two (2) 1.0 m wide mechanical influent bar screens with 6.0 mm bar spacing and screening capacity of 170,000 m^3/day in 1.20 m wide channels, equipped with one (1) 285 mm diameter 7.5 m long screenings screw conveyor, one (1) screenings dewatering and washing press, and one (1) 10.7 m^3 capacity screenings/grit storage bin;
- One (1) 1.20 m wide manual influent bar screen with 50.0 mm bar spacing with a nominal screening capacity of85,000 m3/day to be used as a standby;
- One (1) emergency bypass channel allowing bypass of flows in excess of 2.5 times the Rated Capacity (36,000 m3/day) before the primary clarifier and flows in excess of 2.0 times the *Rated Capacity* before the secondary treatment system to the effluent disinfection prior to discharge through the outfall sewer;

Grit Removal:

- Two (2) 4.9 m deep and 5.0 m diameter vortex type grit removal basins designed for peak wet weather flow of 215,000 m3/day, equipped with two (2) 11.0 L/sec capacity centrifugal type grit pumps and one (1) 0.9 m3/hr capacity grit dewatering screw, discharging grit into a screenings/grit storage bin;

Primary Clarifiers:

- Three (3) rectangular primary clarifiers each 45.0 m long 7.5 m wide and an average SWD of 4.4 m, each equipped with one (1) chain and flight sludge collector, open pipe troughs for scum collection, and top cover to capture odours;
- Two (2) double disc diaphragm primary sludge pumps each with a rated capacity of 15.0 Llsec discharging collected primary sludge into a sludge fermenter or into a fermented sludge storage tank;
- One (1) primary scum pump with a rated capacity of 10.0 L/sec discharging collected scum into a fermented sludge tank;

Sludge Fermenter:

- One (1) sludge fermenter with an interior diameter of 23.6 m and SWD of 1.5 m to be constructed within an existing primary clarifier (No.5) structure;
- Two (2) 24.0 L/sec fermenter supernatant pumps discharging to the bioreactors;
- Two (2) 325 m3 capacity fermented primary sludge storage tanks equipped with top covers to capture odours;
- Two (2) 15 L/sec capacity fermented sludge pumps;

Biological Nutrient Removal (BNR) Reactors:

Two (2) identical 6,000 m^3 capacity multi-cell biological nutrient removal (BNR) reactors each with the approximate dimensions of 60 m long x 20 m wide x 5.0 m deep, consisting of the following:

- One (1) 650 L/sec mixed liquour recycle pump;
- One (1) pre-anoxic cell with a volume of 120 m3, length of 4.8 m, width of 5.0 m and depth of 5.0 m equipped with one (1) 1.9 kW mixer;
- One (1) anaerobic cell with a volume of 420 m3, length of 18.8 m, width of 5.0 m and depth of 5.0 m, equipped with one (1) 3.0 kW mixers;

- One (1) anoxic cell 1 with a volume of 480 m3, length of 19.2 m, width of 5.0 m and depth of 5.0 m, equipped with two (2) 3.0 kW mixers;

Secondary Clarifiers:

- Three (3) 32.0 m diameter and SWD of 5.0 m secondary clarifiers designed for the *Rated Capacity* of 36,000 m^3/day, equipped with suction header type sludge collector mechanism;
- One (1) 150 L/sec process drain pump located in the Blower Building;

Sludge Handling:

- Three (3) 250 L/sec capacity return activated sludge (RAS) centrifugal pumps (two duty and one standby), equipped with variable speed drive and a flowmeter to handle return activated sludge from secondary clarifiers;
- Two (2) 24.0 L/sec peak capacity waste activated sludge (WAS) pumps (one duty and one standby), equipped with variable speed drive to handle mixed liquor from the BNR reactors;
- Two (2) rectangular dissolved air floatation (DAF) units to be used for waste activated sludge (WAS) thickening, each providing a surface area of 30 m^2, constructed of fabricated stainless steel plate, and equipped with two (2) 24.0 L/sec capacity DAF subnate pumps (one duty and one standby), air compressor, sludge skimmer, and an aerated thickened WAS storage tank;
- Two (2) solid bowl sludge centrifuges, each centrifuge designed for an average feed rate of 4.2 L/sec at 4% solids to produce a 27% cake solids, for dewatering fermented primary sludge and thickened WAS added at 50:50 ratio with the addition of liquid polymer to improve solids recovery;
- Two (2) 12.0 L/sec centrate pumps (one duty and one standby);
- Two (2) 5.0 L/sec capacity fermented sludge feed pumps (one duty and one standby) and two (2) 5.0 L/sec capacity thickened WAS feed pumps (one duty and one standby) to service the sludge dewatering centrifuges;
- Two (2) sludge cake screw conveyors and two (2) trailer loading bays for haulage and disposal of sludge cake in a licensed landfill site;

Effluent Disinfection Facility:

- One (1) UV disinfection system consisting of one (1) UV disinfection channels with approximate dimensions of 12.8 m long x 1.702 m wide x 4.572 m deep, containing two (2) banks and each bank containing four (4) modules and each module consisting of ten (10) lamps resulting in a UV disinfection facility containing a total of eighty (80) medium pressure high output lamps, designed for a peak flow of 171,000 m3/day and to provide a UV dose of 24 mWs/cm2 with a 65 % UV transmittance at 254 nm;

Air Blowers:

- Two (2) 150 kW multistage centrifugal air blowers and two (2) 187 kW multistage centrifugal air blowers supplying air requirements for the secondary sewage treatment plant;

Alum System

- One (1) 30 m3 capacity alum storage tank and three (3) 125 L/hr capacity diaphragm type chemical metering pumps to add alum into the BNR process and centrate as required;

Polymer System

- One (1) polymer system with a capacity of 15 kg/day, consisting of one (1) 1000 kg polymer storage tank equipped with a dry powder feeder, one (1) 1363 L capacity mixing tank, one (1) 1700 L capacity polymer solution day tank, two (2) 1.0 L/sec capacity polymer feed pumps for the centrifuges, two (2) 0.5 L/sec capacity polymer feed pumps for the DAF system, and one (1) 0.5 L/sec capacity polymer feed pump for the secondary clarifiers;

Lime System

- One (1) lime system with a capacity of 155 kg/day, consisting of one (1) 1000 kg lime storage tank equipped with a dry chemical feeder, one (1) 190 L capacity batch mixing tank equipped with a stationary mixer, two (2) 0.3 L/sec capacity lime slurry feed pumps (one duty and one standby) for the addition of lime into the centrate tank;

Odour Control Units

- One (1) central odour control unit to treat odours generated at inlet building, primary clarifier, sludge holding tank, and sludge building consisting of one (1) 27.0 m long x 16.0 m wide x 1.5 m deep biofilter bed with organic media;
- One (1) odour control unit to treat odours generated from sludge fermenter tank consisting of one (1) 3950 m3/hr inlet fan, and one (1) 4.6 m long x 0.6 m wide x 1.7 m deep packed wet scrubber equipped with sodium hypochlorite and sodium hydroxide solution storage and feed system;

Effluent Outfall Sewer

- One (1) 1600 mm diameter 968 m long effluent outfall sewer constructed from HDPE pipe with a maximum design hydraulic capacity of 215,000 m3/day, extending from plant outfall chamber into Lake George channel of St. Mary's River to a water depth of 5.9 m to 6.9 m terminating at a staged diffuser described below;
- One (1) 1600 mm diameter staged diffuser consisting of 30 diffuser nozzles, each diffuser with a diameter of 300 mm rising approximately 1 m above the river bottom, constructed with backflow preventer check valves, and oriented approximately 30 degrees from the outfall sewer pointing towards the center of the river channel;

Standby Power

- Two (2) 900 kW diesel generators providing standby power for the secondary sewage treatment plant with a provision for a future third generator of similar size, including all controls, instrumentation, electrical and associated appurtenances.

SCADA System

- A distributed SCADA system and Programmable Logic Controllers (PLC) distributed in a star configured Local Area Network (LAN) allowing independent control of PLC during a LAN hardware failure, and separate database computer for long term data archiving;

Miscellaneous Facilities

- Inlet building to house raw sewage screens and grit removal system;
- Blower building housing air blowers, alum system, WAS and RAS sludge pumps;
- Administrative building housing offices, meeting rooms, training rooms, control rooms, storage rooms and miscellaneous rooms;
- including associated yard piping, site improvements, heating, ventilation, electrical and control systems.

Lift Stations

There are three lift stations associated with the East End plant: Pim Street, Clark Creek, and River Road.

The Pim Street lift station was constructed in 1959 with two 16", 75 hp electrically driven pumps and one 16", 170 hp diesel standby pump, with a maximum discharge of 12MIGD (54.5 ML/d). The station was upgraded in the mid 1970's with the addition of a third pump and increasing the motors to 150 hp, and a maximum discharge of 19.6 MIGD (89.1 ML/d). The diesel standby pump is rated at 12 MIGD and operates only when there is a high level situation and a power failure. The Pim Street station discharges to a forcemain, which travels east to Pine Street where it changes to a gravity sewer. This sewer continues east on Queen Street and discharges to the Clark Creek lift station.

The Clark Creek lift station was constructed at the same time as the Pim Street station and the original East End Plant (1959). As with the Pim Street station, Clark Creek went through a number of upgrades, with the latest being 2003. The station has four 20", 215 hp electrical, variable speed driven pumps. The maximum discharge capacity remains the same as it was originally designed for, 30 MIGD (136.4 ML/d). This station has a standby diesel generator to service the entire station in the event of a power failure. An auxiliary pumping station (Drake Street station) was incorporated into wet well #1 in 1999 to help alleviate the backup of sewage in

nearby residential areas. This station has two small submersible pumps that discharge over a wall into the wet well. The Clark Creek station discharges to the East End plant via a forcemain.

The River Road lift station (also known as the Tarentorus station) was constructed in 1968, with a maximum capacity of 3.75 MIGD (17 ML/d). The station was rebuilt in 1990 to 7.7 MIGD (35 ML/d) with the construction of a new wet well and pump house with three 75 hp variable frequency driven pumps. The station also has a diesel generator for full emergency backup power. This station is located northeast of the plant and discharges by forcemain to the plant.

Combined Sewer Overflow Tank

In 2003 the Bellevue Park CSO tank was completed. The purpose of the facility is to provide additional storage within the sewage collection system in order to divert flows from the downstream Clark Creek station and the East End plant. This storage is for an interim basis until the peak flows within the system subside, thereby preventing premature discharge to the St. Mary's River, and backup into residential basements. Following the high flow event, the tank is emptied back into the Queen Street sewer by a controlled flow system. Once the tank is empty, a flushing water system cleans the bottom of the tank to help minimize the generation of foul odours. The tank has a capacity of 12,000 cubic meters, and utilizes two interceptor chambers to divert the flow: one at the intersection of Queen Street and Churchill Blvd. and the other at Queen and Lake Streets. A 750 L/s pumping station is utilized to pump into the tank from the Lake Street interceptor. There is an overflow that discharges to the St. Mary's River in the event that high flows continue for a substantial time period. A diesel generator provides back-up power.

PUC SERVICES

Part 2. Street Address of the Facility

The street address of the Facility is as follows:

West End Plant	55 Allen's Side Road, Sault Ste. Marie, ON
Main Lift Station	55 Allen's Side Road, Sault Ste. Marie, ON
Young Street Lift Station	800 Young Street, Sault Ste. Marie, ON
John Street Lift Station	291 John Street, Sault Ste. Marie, ON
East End Plant	2221 Queen St. E., Sault Ste. Marie, ON
Tarentorus Lift Station	62 River Road, Sault Ste. Marie, ON
Clark Creek Lift Station	1677 Queen Street E., Sault Ste. Marie, ON
Pim Street Lift Station	816 Bay Street, Sault Ste. Marie. ON
Bellevue CSO Tank	1265 Queen Street East, Sault Ste. Marie, ON

PUC SERVICES

SCHEDULE C

The Services

Subject to the provisions of this Agreement the Services are those services specifically set out in this Schedule Specifically, PUC Services will provide services relating to Schedule "A" as follows:

1. **Process Operations**

PUC Services, acting reasonably, is responsible for ensuring an efficient operation of the process and keeping records on a daily basis by:

- inspecting process control equipment to ensure proper operation of primary and secondary wastewater treatment clarifiers, the BNR process, pumps, blowers and aeration systems, alum and other chemical feeders;
- checking pumping stations for proper operation and taking routine readings;
- operating pump controls and valve controls for pumping of all process streams;
- operating detritor systems, sludge pumping and dewatering systems, aeration systems and disinfection systems;
- operating scum collection equipment and pumping out scum collection chambers;
- raking bar screens and checking comminutors and mechanical bar screens;
- hosing down weirs, walls and channels in aeration tanks, clarifier, and detritor equipment;
- mixing and monitoring process chemicals such as chlorine, alum and polymer;
- recording and analyzing wastewater flow, chemicals used, chlorine residuals, process water and wastewater flow calculations;
- sounding clarifiers for sludge depth to ensure proper return rates;
- checking chemical feed pumps and return sludge rates, comparing to routine calculations and determining operational adjustment requirements;
- calculating, recording, and analyzing the amount of wastewater treated, the daily flows and monthly flows, pumping station running hours, diesel running hours, amount of chlorine and chemicals used, and the sludge hauled;
- performing routine wastewater tests such as suspended solids, BOD, total solids, chlorine residual, dissolved oxygen, total phosphorus, temperature, 30 minute settling and recording results, calculating plant process control parameters and making operational adjustments as required such as increasing chemical feed or wasting return sludge;
- operating the dewatering systems to efficiently produce a dewatered sludge that can be safely hauled away for further treatment or disposal at the Owner's landfill site;
- on a routine basis, completing the daily operating forms for statistics for computer input and correcting the results of the output forms to ensure a proper monitoring of plant flows and process for wastewater treatment;
- collecting samples for heavy metals and trace organics, conducting routine analysis for coliform bacteria and chemicals and ensuring that they are shipped to the proper labs (samples to ensure a representative analysis);
- ensuring that the daily operations comply with and fulfill the requirements of the Certificate of Approval and other legal documents;
- inspecting the Bellevue CSO tank on a routine basis for water build-up, and activating the emptying cycle when required;
- testing the operating cycle of the Bellevue CSO tank on a regular basis to ensure that the system is ready for high flow events.

2. **Routine Maintenance**

PUC Services will provide routine maintenance of the Facility, as would a reasonable operator. Specifically, PUC Services will:

- carry out a routine lubrication program including greasing and oiling as specified in the lubrication schedule;
- perform routine maintenance duties to equipment by following the preventive maintenance procedures as specified by the Work Management System; by checking machinery and electrical equipment when required, overhauling of equipment when necessary; and by replacing filters, belts, hoses, etc. when required;
- maintain an inventory on all equipment and tools;
- ensure buildings and grounds are kept in a clean and orderly state including cutting grass, clearing snow and other routine maintenance; and
- ensure the security of the facility by locking doors and gates.

3. **Capital Improvements**

PUC Services, acting as a reasonable operator, will record information on the frequency of equipment breakdown and repair costs to determine replacements needs. Where reasonable, parts of the Facility requiring upgrading or improvement will be identified and brought to the attention of the Owner in accordance with Paragraph 4.6(b) of the 2003 Agreement.

4. **Optimization**

PUC Services will routinely analyze, investigate and, where appropriate, implement measures to improve the effectiveness and efficiency of the Facility.

5. **Regulatory Matters**

PUC Services will handle day-to-day regulatory requirements and contacts with regulatory authorities in respect of operating issues concerning the Facility. PUC Services will review any inspection reports prepared by regulatory authorities that are provided to PUC Services. Subject to any approvals of the Owner required by Paragraph 4.6(b) of the 2003 Agreement, PUC Services will either correct deficiencies identified in such inspection reports or negotiate changes to the reports with the regulatory authorities.

6. **Staffing**

As appropriate, PUC Services will staff the Facility with certified operators and other trained staff as required by regulation under the Ontario Water Resources Act. All PUC Services staff at the Facility will be trained for the normal process operation and maintenance of the Facility and will also receive training on how to deal with emergency situations. PUC Services staff will be available to provide 24-hour coverage at the Facility in the event of illness or emergencies.

7. **Emergency Situations**

PUC Services will ensure that the Facility has a contingency plan in place to deal with non-routine operational situations and emergency situations such as spills, by-passes, overflows, hydro interruptions and equipment failure.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-207

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" pavement on Spruce Street from Railroad Avenue to Wilcox Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.

2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.

3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.

4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.

5. The sum of $128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall by 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 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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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 2023-207 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT

December 18, 2023

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Spruce Street
From:	Railroad Avenue
To:	Wilcox Avenue
Estimated Cost of Work:	$1,600,000.00
Estimated Assessable Abutting Frontage:	264.49m
Estimated Cost to be Borne by Assessable Abutting Property:	$33,854.72
Estimated Cost to be Borne by The Corporation:	$1,566,145.28
Special Rate per Metre Frontage:	$128.00
Estimated Interest Rate Term:	7.20% 10 years
Estimated Annual Rate per Metre Frontage:	$18.39
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

Dan Perri, P. Eng.
Municipal Services & Design Engineer

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A" **BY-LAW 2023-207**

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	ASSESSABLE FRONTAGE	ESTIMATED COST
A-21-06	Spruce Street	Railroad Avenue	Wilcox Avenue	170m	10m	264.49m	$33,854.72

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-208

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" pavement on Lake Street from Queen Street East to Civic 24 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 by 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 18th day of December, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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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 2023-208 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT

December 18, 2023

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Lake Street
From:	Queen Street East
To:	Civic 24 Lake Street
Estimated Cost of Work:	$2,500,000.00
Estimated Assessable Abutting Frontage:	237.90m
Estimated Cost to be Borne by Assessable Abutting Property:	$30,450.94
Estimated Cost to be Borne by The Corporation:	$2,469,549.06
Special Rate per Metre Frontage:	$128.00
Estimated Interest Rate Term:	7.20% 10 years
Estimated Annual Rate per Metre Frontage:	$18.39
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

Dan Perri, P. Eng.
Municipal Services & Design Engineer

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A" **BY-LAW 2023-208**

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	ASSESSABLE FRONTAGE	ESTIMATED COST
A-23-05	Lake Street	Queen Street East	Civic 24	285m	10m	237.90m	$30,450.94

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NUMBER 2023-144

A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF SAULT STE. MARIE and ENBRIDGE GAS INC.

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Enbridge Gas Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the 5th day of December, 2023 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary:

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie enacts as follows:

1. **THAT** the Franchise Agreement between The Corporation of the City of Sault Ste. Marie and Enbridge Gas Inc. attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.

2. **THAT** the Mayor and City Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the City of Sault Ste. Marie to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.

3. **THAT** the following by-law be hereby repealed:

    - By-law Number 2003-152 for the Corporation of the City of Sault Ste. Marie, passed in Council on the 26th day of January, 2004.

4. **THAT** this by-law shall come into force and take effect as of the final passing thereof.

    Read a first time this 28th day of August, 2023.

    Read a second time this 28th day of August, 2023.

    Read a third time and finally passed this 18th day of December, 2023.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
Matthew Shoemaker, Mayor

_____
Rachel Tyczinski, City Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this 18th day of December , 2023

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "Corporation"

- and -

ENBRIDGE GAS INC.

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. **In this Agreement**

(a) “decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;

(b) “Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

(c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;

(d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;

(e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;

(f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;

(g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;

(h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and

(i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

2. **To provide gas service**

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. **To Use Highways**

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. **Duration of Agreement and Renewal Procedures**

(a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

(b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

(c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

Part III – Conditions

5. **Approval of Construction**

(a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

(b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.

(c) The Plan filed by the Gas Company shall include geodetic information for a particular location:

(i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or

(ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.

(d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.

(e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.

(f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

(g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.

(h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.

(i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.

(j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. **As Built Drawings**

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. **Emergencies**

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. **Restoration**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. **Indemnification**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. **Insurance**

(a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.

(b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.

(c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. **Alternative Easement**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. **Pipeline Relocation**

(a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.

(b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.

(c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:

(i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,

(ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,

(iii) the amount paid by the Gas Company to contractors for work related to the project,

(iv) the cost to the Gas Company for materials used in connection with the project, and

(v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.

(d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. **Municipal By-laws of General Application**

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

14. **Giving Notice**

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

15. **Disposition of Gas System**

(a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.

(b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system

as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. **Use of Decommissioned Gas System**

(a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:

(i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and

(ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.

(b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided

(i) the third party has entered into a municipal access agreement with the Corporation; and

(ii) the Gas Company does not charge a fee for the third party's right of access to the highways.

(c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. **Franchise Handbook**

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. **Other Conditions**

None.

19. **Agreement Binding Parties**

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE CITYOF SAULT STE. MARIE

Per:

_____

Matthew Shoemaker, Mayor

Per:

_____

Rachel Tyczinski, City Clerk

ENBRIDGE GAS INC.

Per:

_____

Mark Kitchen, Director, Regulatory Affairs

Per:

_____

Nicole Lehto, Director, Northern Region Operations