

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

Tuesday, February 20, 2024

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>

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	Pages
<b>1. Land Acknowledgement</b>	
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.	
<b>2. Adoption of Minutes</b>	14 - 38
Mover Councillor L. Dufour Secunder Councillor S. Kinach Resolved that the Minutes of the Regular Council Meeting of January 29, 2024 be approved.	
<b>3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>	
<b>4. Declaration of Pecuniary Interest</b>	
<b>5. Approve Agenda as Presented</b>	
Mover Councillor L. Vezeau-Allen Secunder Councillor S. Kinach Resolved that the Agenda for February 20, 2024 City Council Meeting as presented be approved.	

<b>6.</b>	<b>Presentations</b>	
<b>6.1</b>	<b>KPMG – 2024 Audit Planning</b>	<b>39 - 60</b>
	Oscar Poloni, Lead Audit Engagement Partner; Tiffany Cecchetto, Lead Audit Engagement Partner; Eric Pino, Lead Audit Engagement Partner; and Chris Pomeroy, Lead Engagement Senior Manager	
<b>6.2</b>	<b>Sault Ste. Marie Public Library Strategic Plan</b>	<b>61 - 72</b>
	Matthew MacDonald, Chief Executive Officer	
<b>7.</b>	<b>Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>	
	Mover Councillor L. Dufour Secunder Councillor M. Bruni Resolved that all the items listed under date February 20, 2024 – Agenda item 7 – Consent Agenda be approved as recommended.	
<b>7.1</b>	<b>National Action Plan to End Gender-Based Violence</b>	<b>73 - 74</b>
	Correspondence from Honourable Marci Ien, Minister for Women and Gender Equality and Youth to Mayor Shoemaker	
<b>7.2</b>	<b>Municipally Significant Event – Sault Ste. Marie Festival of Beer</b>	<b>75 - 79</b>
	A report of the Deputy City Clerk is attached for the consideration of Council.  Mover Councillor L. Dufour Secunder Councillor M. Bruni Resolved that the report of the Deputy City Clerk dated February 20, 2024 concerning Sault Ste. Marie Festival of Beer be received and that Council designate the Sault Ste. Marie Festival of Beer a municipally significant event;  Further that staff be directed to prepare a Licence of Occupation to be brought back to Council for approval at a future meeting.	
<b>7.3</b>	<b>Contract Extension Option – Third Party Transit Transportation Services</b>	<b>80 - 81</b>
	A report of the Manager of Purchasing is attached for the consideration of Council.  Mover Councillor L. Dufour Secunder Councillor S. Kinach Resolved that the report of the Manager of Purchasing dated February 20, 2024 concerning Extension Option of Third Party Transit Transportation Services with UCab be received and that services commence March 1, 2024 for two (2) years until February 28, 2026 as required by Transit Division.	

- 7.4 Factory Rebuild of Trackless Municipal Tractor** 82 - 84
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor L. Vezeau-Allen  
Secunder Councillor S. Kinach  
Resolved that the report of the Manager of Purchasing dated February 20, 2024 concerning factory rebuild of a city-owned trackless municipal tractor plus attachments as required by Public Works be received and that the factory rebuild be completed by Work Equipment Ltd. on a sole source basis in the quoted amount of \$176,595 plus HST.
- 7.5 Traffic Signal Controller Equipment – Street Improvements** 85 - 86
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor L. Vezeau-Allen  
Secunder Councillor S. Kinach  
Resolved that the report of the Manager of Purchasing dated February 20, 2024 concerning the purchase of traffic signal controller equipment as required by Public Works and Engineering Services be received and that the quotation of Econolite Canada in the amount of \$191,247 plus HST be approved on a sole source basis.
- 7.6 Transit Advertising Sales** 87 - 88
- A report of the Manager of Purchasing is attached for the consideration of Council.
- The relevant By-law 2024-16 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.7 Accessible Baseball Fields in Sault Ste. Marie** 89 - 92
- A report of the Director of Community Services is attached for the consideration of Council.
- Mover Councillor L. Dufour  
Secunder Councillor S. Kinach  
Resolved that the report of the Director of Community Services dated February 20, 2024 concerning Accessible Baseball Fields in Sault Ste. Marie be received as information.
- 7.8 New Year's Eve Ball Drop** 93 - 97
- A report of the Director of Community Services is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Director of Community Services dated February 20, 2024 concerning New Year's Eve Ball Drop be received and that the following actions be approved:

1. Issue a poll to the public to create excitement to vote on the two (2) options presented depicting what each will look like;
2. Apply to NOHFC – Community Events Stream to support the event;
3. Secure staffing and book required support services to host;
4. Outdoor vendors will be encouraged to be open to serve refreshments and food during the event;
5. Apply for a street closure on Queen Street between Brock Street and Spring Street;
6. Obtain a licence to serve alcohol outside the existing approved area;
7. Promote the event to ensure it is well advertised; and
8. Should NOHFC funding not be successful, staff be authorized to source a community sponsor for the shortfall.

**7.9 Municipal By-law Enforcement Officer Appointment February 2024 98 - 98**

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

The relevant By-law 2024-19 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.10 Municipal Law Enforcement Officer Appointment February 2024 99 - 99**

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

The relevant By-law 2024-20 is listed under Agenda item 12 and will be read with all by-laws under that item.

**7.11 Tourism Development Fund Applications – January 2024 100 - 104**

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Director of Tourism and Community Development dated February 20, 2024 concerning Tourism Development Fund Applications – January 2024 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$69,000 as detailed below be approved:

1. Canadian Bushplane Heritage Centre Childrens Flight Centre (\$50,000);
2. U18AAA Hockey Championships (\$12,000);
3. Ontario Professional Foresters Conference (\$2,000); and
4. Festival of Beer 2023 (\$5,000)

**7.12 Traffic By-law Updates 2024** 105 - 107

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

Mover Councillor L. Vezeau-Allen

Secunder Councillor M. Bruni

Resolved that the report of the Municipal Services and Design Engineer dated February 20, 2024 concerning Traffic By-law Update 2024 be received and the recommended amendments be approved.

Staff will revise the appropriate schedule in the Traffic By-Law to be brought back to Council for approval at a future meeting.

**7.13 Interim Part-Time and Student Wage Grid** 108 - 111

A report of the Director of Human Resources is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Secunder Councillor S. Kinach

Resolved that the report of the Director of Human Resources dated February 20, 2024 concerning Interim Part-Time and Student Wage Grid be received and that the interim wage grid proposed by the Director of Human Resources for implementation effective the next pay period, restoring the incremental increase between job classes as previously maintained be approved.

**7.14 Provincial Offences Collections – Request for Proposal** 112 - 113

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

Mover Councillor L. Vezeau-Allen

Secunder Councillor S. Kinach

Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated February 20, 2024 concerning Provincial Offences Collections – Request for Proposal be received and that the Legal Department be directed to provide Transworld Systems Canada Inc. with notice of termination of the current agreement effective June 15, 2024 and thereafter issue a Request for Proposal for Professional Provincial Offences Collection Services.

**8. Reports of City Departments, Boards and Committees**

- 8.1 Administration
- 8.2 Corporate Services
- 8.3 Community Development and Enterprise Services
- 8.4 Public Works and Engineering Services
- 8.5 Fire Services
- 8.6 Legal
- 8.7 Planning

- 8.7.1 A-13-23-Z.OP 1050 Great Northern Road 114 - 129

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

Mover Councillor L. Vezeau-Allen

Secunder Councillor S. Kinach

Resolved that the report of the Junior Planner dated February 20, 2024 concerning Rezoning Application A-13-23-Z.OP – 1050 Great Northern Road be received and that Council:

1. Approve Official Plan Amendment 250 and re-designate the subject property from Rural Area to Commercial on Land Use Schedule C of the Official Plan;
2. Rezone the subject property from Rural Area (RA.S208) with a special exception to Rural Area (RA.S), by repealing Special Exception 208 from the subject property and replacing it with a new special exception that waives the buffering requirement along the north lot line, as required by section 4.9 of Zoning By-law 2005-150;

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

- 8.7.2 A-14-23-Z 537 Black Road 130 - 143

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

Mover Councillor L. Dufour

Secunder Councillor M. Bruni

Resolved that the report of the Junior Planner dated February 20, 2024 concerning Rezoning Application A-14-23-Z – 537 Black Road be received and that Council approve the application as follows:

Rezone the subject property from Light Industrial (M1) Zone to Light Industrial (M1.S) Zone with a Special Exception to, in addition to those uses permitted in an M1 Zone permit heavy equipment sales,

maintenance, and repair;

Further to deem the subject property an area of site plan control;

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

**8.7.3 A-2-24-Z 68 Dacey Road**

144 - 190

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

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

Resolved that the report of the Junior Planner dated February 20, 2024 concerning A-2-24-Z 68 – Dacey Road be received and that Council approve the application as follows:

Rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with the following special exceptions:

1. Reduce the required frontage from 20 metres to 17 metres; and
2. Permit both multiple attached dwellings and a single-detached dwelling on the same property.

And that the property be deemed subject to site plan control as per section 41 of the *Planning Act*,

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

**8.7.3.1 Correspondence Received**

191 - 199

**8.8 Boards and Committees**

**8.8.1 Anti-Hate Advisory Committee**

Two members of City Council; ten citizens

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that Councillor \_\_\_\_\_, Councillor \_\_\_\_\_, Mayor M. Shoemaker (ex officio), Jeff Arbus, Saber Assi, Roohi Bedi, Pat Carter, Toyo Ibiyemi, Dave Mornix, Gunkaar Singh, Aaron Smith, Brendan Sutherland, and Amanda Zuke be appointed to the Anti-Hate Advisory Committee from February 20, 2024 to December 31, 2024.

**8.8.2 Cultural Vitality Committee**

Three vacancies

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth  
Resolved that Rebecca Evans, Nilah Moss, and Lee Rendell be appointed to the Cultural Vitality Committee from February 20, 2024 to December 31, 2024.

### **8.8.3 Municipal Heritage Committee**

Four vacancies

The relevant By-law 2024-21 appointing Emily Boucher, Taimi Johnson, Lise Joyal, and Jami Van Haaften to the Municipal Heritage Committee from February 20, 2024 to December 31, 2024 appears under Agenda item 12 and will be read with all by-laws under that item.

### **8.8.4 Tourism Sault Ste. Marie Board**

One vacancy

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that Melissa Porco be appointed to the Tourism Board of Directors from February 20, 2024 to December 31, 2024.

### **8.8.5 Sault Ste. Marie District Social Services Board**

Councillor Dufour resigned from the Sault Ste. Marie District Social Services Board. One Council member to be appointed.

Mover Councillor L. Vezeau-Allen

Seconder Councillor S. Kinach

Resolved that Councillor \_\_\_\_\_ be appointed to Sault Ste. Marie District Social Services Board from February 20, 2024 to December 31, 2024.

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

### **9.1 Provincial Social and Economic Prosperity Review**

Mover Councillor L. Dufour

Seconder Councillor S. Spina

Whereas current provincial-municipal fiscal arrangements are undermining Ontario's economic prosperity and quality of life; and

Whereas nearly a third of municipal spending in Ontario is for services in areas of provincial responsibility, and expenditures are outpacing provincial contributions by nearly \$4 billion a year; and

Whereas municipal revenues such as property taxes do not grow with the economy or inflation; and

Whereas unprecedented population and housing growth will require significant

investments in municipal infrastructure; and

Whereas municipalities are being asked to take on complex health and social challenges like homelessness, supporting asylum seekers and addressing the mental health and addictions crises; and

Whereas inflation, rising interest rates, and provincial policy decisions are sharply constraining municipal fiscal capacity; and

Whereas property taxpayers, including people on fixed incomes and small businesses, can't afford to subsidize income re-distribution programs for those most in need; and

Whereas the Province can, and should, invest more in the prosperity of communities; and

Whereas municipalities and the provincial government have a strong history of collaboration;

Now Therefore Be It Resolved that the Province of Ontario commit to undertaking with the Association of Municipalities of Ontario a comprehensive social and economic prosperity review to promote the stability and sustainability of municipal finances across Ontario.

## **9.2 Public Health Ontario Laboratory Potential Closures**

200 - 202

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Whereas the Auditor General's report and recommendations regarding Public Health Ontario were released on December 6, 2023; and

Whereas if this report's recommendations are accepted by the Ministry of Health, it would lead to the closure of six Public Health Ontario labs, including the Public Health lab in Sault Ste. Marie; and

Whereas these closures will result in the most northern Public Health lab being situated in Thunder Bay, which will lead to further inequities in health care for residents in Northern Ontario compared to Southern Ontario; and

Whereas these closures will lead to a significant loss of public health expertise in Sault Ste. Marie and Northern Ontario with the positions from the lab, including four medical laboratory technologists ending, at a time where public health expertise has proven to be a critical asset in assisting with the many public health challenges in Northern Ontario

Now Therefore Be It Resolved that Mayor Shoemaker communicate to Minister of Health Sylvia Jones and Sault Ste. Marie MPP, Ross Romano on behalf of City Council and the residents of Sault Ste. Marie to advocate against the Auditor General's recommendations to close the Public Health lab in Sault Ste. Marie due to the profound impact it will have on the public health of Northern Ontarians and Saultites.

### 9.3 Prescribed Public Notice Requirements

Mover Councillor S. Hollingsworth

Seconder Councillor S. Spina

Whereas section 87 of the *Legislation Act, 2006* defines “newspaper” in Acts and regulations requiring publication, as a document that:

- is printed in sheet form, published at regular intervals of a week or less and circulated to the general public; and
- consists primarily of news of current events of general interest (journal); and

Whereas Ontario Municipalities are required to follow prescribed publication and notice requirements of Provincial Acts and Regulations; and

Whereas on-line digital news has become an important part of Canadians’ news media diets;

Now Therefore Be It Resolved that Council of Sault Ste. Marie does hereby request the Provincial government to make an amendment to the *Legislation Act, 2006* to include on-line publications as an acceptable means of complying with public notice requirements that refer to newspaper publication in Provincial Acts and Regulations; and

That this resolution be forwarded to the Minister of Municipal Affairs and Housing, MPP Ross Romano Sault Ste. Marie, Association of Municipalities of Ontario (AMO) and Federation of Northern Ontario Municipalities (FONOM).

### 9.4 Heated Sidewalks

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Whereas downtown revitalization is slated to be done this construction season which will include new sidewalks from Bruce Street to East Street; and

Whereas part of the objective of the downtown revitalization is to rejuvenate Queen Street as a year-round main hub for locals and tourists to enjoy; and

Whereas some of the major barriers that Sault Ste Marie’s downtown face are winter related, such as poor access and visibility to storefronts due to growing snow banks and hard to clear sidewalks; and

Whereas clear sidewalks would allow safer commutes for pedestrians, allow citizens to remain active in an outdoor setting year round, as well as providing much needed access for anyone with accessibility issues; and

Whereas the use of large quantities of salt to control winter conditions has caused concern for the health of the Great Lakes; and

Whereas cities around the world with harsh winters have successfully implemented and maintained heated sidewalks, such as Reykjavik, Iceland;

Edmonton, Alberta; and Holland Michigan; and

Whereas these cities have cited that their heated sidewalks save their communities money by reducing the number of slip and falls, eliminating the need to sand, salt and plow, and reduce the damage caused by frost heave and snowplows, therefore extending the life of the sidewalks; and

Whereas quality of life is an identified strategic pillar for The Corporation of The City of Sault Ste Marie and it is imperative that our winters be made as bearable as possible for our citizens by providing safe, walkable areas for citizens to be able to remain active and to enjoy all that our downtown has to offer

Now Therefore Be It Resolved that staff be requested to report back to Council with the cost of implementing and maintaining heated sidewalks from Bruce Street to East Street;

Further Be It Resolved that staff compare best practices used in areas that have successfully implemented these systems and include any viable possibilities within the report; and

Further Be It Resolved that a cost analysis of average expenditures on sidewalk repairs, slip and falls, sidewalk plowing, snow clearing and sanding and salting all be presented to Council within the report.

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

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

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that all By-laws under item 12 of the Agenda under date February 20, 2024 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 2024-16 (Agreement) Northern Transit and Arena Advertising Agency – City Transit Buses** 203 - 244

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-Law 2024-16 being a by-law to authorize the execution of the Agreement between the City and 2601202 Ontario Ltd. O/A Northern Transit and Arena Advertising Agency (NTAAA) for the provision of selling

advertising on City Transit buses be passed in open Council this 20th day of February, 2024.

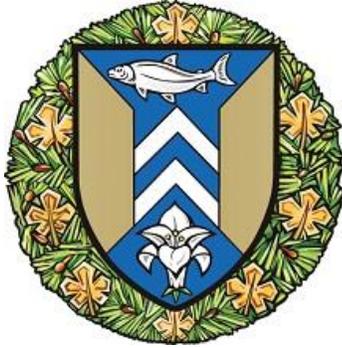
- 12.1.2 By-law 2024-17 (Agreement) CUPE No. 3 – Public Works** 245 - 310
- Mover Councillor L. Dufour  
Seconder Councillor M. Bruni  
Resolved that By-law 2024-17 being a by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees – Public Works for the term commencing February 1, 2023 to January 31, 2028 be passed in open Council this 20th day of February, 2024.
- 12.1.3 By-law 2024-19 (Parking) By-law Enforcement Officers (93-165)** 311 - 312
- Mover Councillor L. Dufour  
Seconder Councillor M. Bruni  
Resolved that By-law 2024-19 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 February, 2024.
- 12.1.4 By-law 2024-20 (Parking) Municipal By-law Enforcement Officers (90-305)** 313 - 317
- Mover Councillor L. Dufour  
Seconder Councillor M. Bruni  
Resolved that By-law 2024-20 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 20th day of February, 2024.
- 12.1.5 By-Law 2024-21 (Appointments to Local Boards) Amend Municipal Heritage Committee** 318 - 318
- Mover Councillor L. Dufour  
Seconder Councillor M. Bruni  
Resolved that By-Law 2024-21 being a by-law to amend By-law 2023-11 being a by-law to appoint members to the Municipal Heritage Committee be passed in open Council this 20th day of February, 2024.
- 12.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 12.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 14. Closed Session**

**15. Adjournment**

Mover Councillor L. Vezeau-Allen

Secunder Councillor S. Kinach

Resolved that this Council now adjourn.



## REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, January 29, 2024

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, T. Vair, K. Fields, S. Schell, P. Johnson, P. Tonazzo, C. Rumiell, S. Hamilton Beach, B. Lamming, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, J. Ricard, L. Petrocco

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1. **Land Acknowledgement**

2. **Adoption of Minutes**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the Minutes of the Regular Council Meeting of January 8, 2024 be approved.

**Carried**

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

4. **Declaration of Pecuniary Interest**

**4.1 Mayor M. Shoemaker – Closing and Conveyance Part Peer Street and Assume, Stop up, Close and Convey Blocks 7 and 8 1M448 Queen Street East – Housekeeping Report**

Law firm represents the purchaser regarding this item.

**4.2 Mayor M. Shoemaker – Deeming By-Law – Lots 28 and 29, Wilson B Subdivision Plan 1219 for Sault Ste. Marie Housing Corporation**

Law firm represents Sault Ste. Marie Housing Corporation regarding this item.

**4.3 Mayor M. Shoemaker – By-law 2024-6 (Street Closing and Conveyance) Stop Up, Close and Convey Corner Roundings (Queen Street East) Peer Subdivision**

Law firm represents the purchaser regarding this item.

**4.4 Mayor M. Shoemaker – By-law 2024-7 (Street Closing and Conveyance) Stop Up, Close and Convey Part Peer Street**

Law firm represents the purchaser regarding this item.

**4.5 Mayor M. Shoemaker – By-law 2024-12 (Subdivision Control) Deeming By-law Lots 28 and 29 Plan 1219 for SSM Housing (61 and 65 Wellington Street East)**

Law firm represents Sault Ste. Marie Housing Corporation regarding this item.

**4.6 Councillor S. Hollingsworth – Closing and Conveyance Part Peer Street and Assume, Stop up, Close and Convey Blocks 7 and 8 1M448 Queen Street East – Housekeeping Report**

Purchaser is a relative.

**4.7 Councillor S. Hollingsworth – By-law 2024-6 (Street Closing and Conveyance) Stop Up, Close and Convey Corner Roundings (Queen Street East) Peer Subdivision**

Purchaser is a relative.

**4.8 Councillor S. Hollingsworth – By-law 2024-7 (Street Closing and Conveyance) Stop Up, Close and Convey Part Peer Street**

Purchaser is a relative.

**5. Approve Agenda as Presented**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that the Agenda for January 29, 2024 City Council Meeting as presented be approved.

**Carried**

**6. Presentations**

**6.1 Canadian Mental Health Association**

Annette Katajamaki, Chief Executive Officer was in attendance.

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

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that all the items listed under date January 29, 2024 – Agenda item 7 – Consent Agenda save and except Agenda items 7.9 and 7.10 be approved as recommended.

**Carried**

**7.1 Agreements Signed by CAO Under Delegated Authority 2023**

The report of the CAO was received by Council.

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that the report of the CAO dated January 29, 2024 concerning Agreements Signed by CAO Under Delegated Authority 2023 be received as information.

**Carried**

**7.2 Contract Extension Option – GIS Solution Sault Ste. Marie Innovation Centre**

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

The relevant By-law 2024-8 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.3 2024 Registration of Tax Arrears Certificates and Sale**

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Taxation dated January 29, 2024 concerning Registration of Tax Arrears Certificates and Sale be received and that the Manager of Taxation be authorized to commence Tax Sale proceedings in accordance with the *Municipal Act, 2001*.

**Carried**

#### **7.4 2023 Tax Sale Results and Vesting of Unsold Tax Sale Properties**

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

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Taxation dated January 29, 2024 concerning the 2023 Tax Sale Results and Vesting Unsold Tax Sale Properties be accepted and Council authorize the Manager of Taxation to vest the following properties:

- 13 Abbott Street 040-023-158-00
- 201 John Street 040-026-038-00
- 172 Alexandra Street 040-026-035-00
- 60 London Street 040-020-034-00
- 149 Gore Street 040-024-029-00
- 107 Huron Street 040-031-107-00

in the City's name and transfer 60 London Street to the District of Sault Ste. Marie Social Services Administration Board for \$1.

**Carried**

#### **7.5 Amendment to CUPE 67 Civic Centre Group Collective Agreement 2023 – 2028**

The report of the Director of Human Resources was received by Council.

The relevant By-law 2024-15 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

#### **7.6 Storm Sewer Rehabilitation Contract 2023-11E**

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

The relevant By-law 2024-11 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

#### **7.7 Sanitary Flow Metering**

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

The relevant By-law 2024-14 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.8 Delivery of Print Materials**

The report of the Solicitor/Prosecutor was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Solicitor/Prosecutor dated January 29, 2024 concerning the process of enacting a by-law to regulate the delivery of print materials be received as information.

**Carried**

**7.11 Deeming By-law, Lot 6, Block 65, and Block 73, Plan M420 for Biocchi on behalf of Ponnampalam (6 and 10 Palomino Drive)**

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

The relevant By-law 2024-13 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.12 Insurance Program Renewal – Policy Period 2024-2025**

The report of the Risk Manager was received by Council.

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that the report of the Risk Manager dated January 29, 2024 concerning Insurance Program Renewal – Policy Period 2024-2025 be received and that Council authorize the Legal Department to bind coverage for the City in accordance with Intact’s Municipal Insurance Program renewal documents which establishes the premium payable as \$1,783,425 plus applicable taxes.

**Carried**

**7.13 A-1-24-OP Regulatory Flexibility for Residential Development – Postponement**

The report of the Planner was received by Council.

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that the report of the Planner dated January 29, 2024 concerning A-1-24-OP Regulatory Flexibility for Residential Development be received and that Council postpone this application to the March 18, 2024 Council meeting.

**Carried**

**7.9 Closing and Conveyance Part Peer Street and Assume, Stop up, Close and Convey Blocks 7 and 8 1M448 Queen Street East – Housekeeping Report**

Mayor M. Shoemaker declared a conflict on this item. (Law firm represents the purchaser regarding this item.)

Councillor S. Hollingsworth declared a conflict on this item. (Purchaser is a relative.)

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

The relevant By-laws 2024-5, 2024-6 and 2024-7 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.10 Deeming By-Law – Lots 28 and 29, Wilson B Subdivision Plan 1219 for Sault Ste. Marie Housing Corporation**

Mayor M. Shoemaker declared a conflict on this item. (Law firm represents Sault Ste. Marie Housing Corporation regarding this item.)

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

The relevant By-law 2024-12 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**8. Reports of City Departments, Boards and Committees**

**8.1 Administration**

**8.1.1 Algoma Public Health**

Citizen Liam Brechin made a delegation to Council.

Moved by: Councillor M. Scott

Seconded by: Councillor C. Gardi

Whereas on November 22, 2023 the Algoma Public Health Board passed a resolution to “undertake a feasibility study on the potential benefits and drawbacks of a voluntary merger of our two local public health agencies for the delivery of public health objectives.”; and

Whereas Algoma Public Health (APH) and Public Health Sudbury and District (PHSD) jointly wrote to numerous stakeholders on January 19, 2024 advising that they are “undertaking a process to explore a potential merger of the two public health units” and seeking feedback from those stakeholders on this proposal; and

Whereas since 2019, the Government of Ontario has attempted to change the delivery of public health throughout the province, first by attempting to force the merger of all Northeastern Ontario health units into a single health unit in 2019, which the government abandoned at the onset of the COVID-19 pandemic, and subsequently by incentivizing health units to explore voluntary mergers by paying the costs associated with undertaking the feasibility studies for such exploratory reviews; and

Whereas the delivery of public health has been shown, within the last four years to be a matter of great local concern; and

Whereas consolidation of APH with PHSD would be servicing an area spanning over 700km east-west from White River to Warren and 500km north-south from Chapleau to Manitoulin Island; and

Whereas any merged board would be unable to maintain all the regional representation that is currently represented on the Algoma Public Health Board, which is made up of a representative from Elliot Lake, one representative from Blind River, Spanish or Township of the North Shore, one representative from Wawa, White River or Dubreuilville, one representative from Thessalon or the Municipality of Huron Shores, one representative from Bruce Mines, Village of Hilton Beach, Townships of Hilton, Jocelyn, Johnson, Laird, MacDonald, Meredith and Aberdeen, Plummer Additional, Prince, St. Joseph, or Tarbutt; and

Whereas the history of services being delivered on a regional basis has often led to Northeastern services being consolidated in Sudbury;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie opposes the merger of Algoma Public Health with Public Health Sudbury and District and that a copy of this resolution be forwarded to the Board Chairs of both APH and PHSD.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
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			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

### 8.1.2 Recruitment of Deputy CAO, Community Development and Enterprise Services

The report of the Director of Human Resources was received by Council.

Councillors Hollingsworth and Vezeau-Allen indicated interest in serving on the committee / task force.

A simultaneous recorded vote was held as follows:

Mayor Shoemaker – Councillor Vezeau-Allen

Councillor Spina – Councillor Vezeau-Allen

Councillor Hollingsworth – Councillor Hollingsworth

Councillor Dufour – Councillor Vezeau-Allen

Councillor Vezeau-Allen – Councillor Vezeau-Allen

Councillor Caputo – Councillor Vezeau-Allen

Councillor Zagordo – Councillor Vezeau-Allen

Councillor Bruni – Councillor Hollingsworth

Councillor Kinach – Councillor Hollingsworth

Councillor Gardi – Councillor Vezeau-Allen

Councillor Scott – Councillor Hollingsworth

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that:

- Councillor Vezeau-Allen ,the CAO, City Solicitor, Director of Human Resources and Mayor Shoemaker (ex officio) be appointed to the Selection Committee to recruit a Deputy CAO, Community Development and Enterprise Services;
- the recruitment process as outlined in this report be approved; and that
- staff be requested to bring revised guidelines for the recruitment and selection of senior staff to a future meeting of Council for consideration.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
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

<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
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**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**

**8.8 Boards and Committees**

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

**9.1 French Language Services**

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

Whereas since the first contact of Europeans with the Indigenous inhabitants of this area, Sault Ste. Marie’s history has been intertwined with French culture and language; and

Whereas Étienne Brûlé is believed to be the first settler to ever set foot in Bawating in 1622; 402 years ago. Brûlé identified the area on Samuel de Champlain’s 1632 map as “Sault”, giving Sault Ste. Marie the distinction of being the oldest recorded community in Ontario; and

Whereas Étienne Brûlé claimed the area of Bawating for France, naming it “Sault de Gaston”, after the brother of the then-King of France, Louis XIII;

Whereas Father Jacques Marquette, a Jesuit priest, established the first permanent settler mission in 1689, and adopted Sault de Sainte Marie as the name of the settlement, in effect ridding the area of its connection to the brother of the King, and honouring the Virgin Mary, all the while maintaining the name “Sault”, which is the traditional French word for rapids; and

Whereas since 1622 there has been a French presence in the area, and a French name for the post-contact community we know today as Sault Ste. Marie;

Whereas over the course of 150+ years since confederation, Sault Ste. Marie has developed into the commercial centre of the Algoma District, which proudly boasts a French population of roughly 10%, and Sault Ste. Marie welcomes and encourages its district neighbours to travel to and visit Sault Ste. Marie; and

Whereas the Corporation of the City of Sault Ste. Marie’s relationship toward its Francophone residents has not always been respectful and productive; and

Whereas Council of the City of Sault Ste. Marie passed a resolution, commonly referred to as the “English-only” resolution in 1990 which fractured relations between the municipality and the Francophone community; and

Whereas in June 1994 the Ontario Court, General Division, struck down the 1990 Council resolution and declared it *ultra vires* the municipality’s authority; and

Whereas in January 2010, Mayor John Rowswell apologized to all Francophones in Canada on behalf of the municipality for the 1990 resolution; and

Whereas it is Council’s desire to improve the relationship between the Corporation of the City of Sault Ste. Marie and its Francophone residents;

Now Therefore Be It Resolved that the Chief Administrative Officer ensure, through scheduling of existing employees, or filling vacancies that arise for resident-facing staff, that there is the ability for Francophone residents to navigate municipal services in French on a go-forward basis.

Further Be It Resolved that the English version, above, and the French version, of this resolution are equally authoritative.

### **Résolution À Propos des Services en Français**

Proposée par: Luke Dufour

Appuyée par: Lisa Vezeau-Allen

Considérant que dès le premier contact des Européens avec les habitants autochtones de la région, l'histoire de Sault Ste. Marie fut étroitement liée à la culture et à la langue française; et

Considérant qu'Étienne Brûlé, qu'on estime être le premier colon à mettre le pied à Bawating en 1622, il y a 402 ans, et qu' en 1632 il a identifié cette région sur la carte de Samuel de

Champlain en tant que le « Sault », de sorte que Sault Ste. Marie a la distinction d'être la plus ancienne communauté de l'Ontario; et

Considérant qu'Étienne Brûlé a revendiqué la région de Bawating pour la France, en la nommant « Sault de Gaston », du nom du frère du roi de France de l'époque, Louis XIII ; et

Considérant que le Père Jacques Marquette, un prêtre jésuite, a établi en 1689 la première mission permanente de colons et a adopté le nom de Sault de Sainte Marie pour désigner cette colonie, débarrassant ainsi la région de son lien avec le frère du roi, honorant plutôt la Vierge Marie, tout en conservant le nom du « Sault », qui signifie « rapides » en français traditionnel; et

Considérant que depuis 1622, il y a eu une présence française dans la région et qu'un nom français a été attribué à cette communauté dès le premier contact avec les autochtones, dont nous l'appelons encore aujourd'hui « Sault Ste. Marie »;

Considérant qu'au cours de 150 ans et plus depuis la Confédération, la ville de Sault Ste. Marie est devenue le centre commercial du district d'Algoma. Fière de compter une population francophone d'environ 10 %, Sault Ste. Marie accueille et encourage ses voisins du district à se rendre à Sault-Sainte-Marie pour la découvrir; et.

Considérant que les relations entre la Corporation de la Ville de Sault Ste. Marie et ses résidents francophones n'ont pas toujours été respectueuses et productives; et

Considérant que le Conseil municipal de la Ville de Sault Ste. Marie a adopté en 1990 une résolution, communément appelée la résolution « unilingue anglaise », qui a rompu les relations entre la municipalité et la communauté francophone; et

Considérant qu'en juin 1994, la Cour de l'Ontario, Division générale, a annulé la résolution du Conseil municipal de 1990 et a déclaré l'autorité de la municipalité *ultra vires*; et

Considérant qu'en janvier 2010, le maire John Rowswell s'est excusé auprès de tous les francophones du Canada au nom de la municipalité de Sault Ste. Marie pour la résolution de 1990; et

Considérant que le Conseil souhaite améliorer les relations entre la Corporation de la Ville de Sault Ste. Marie et ses résidents francophones;

Il Est Donc Résolu Que Chef de l'administration s'assure, en établissant les horaires des employés actuels ou en pourvoyant les postes vacants au sein du personnel en contact avec les résidents, que les résidents francophones puissent naviguer les services municipaux en français, de manière continue;

IL Est Aussi Résolue Que la version française et la version anglaise de la présente résolution ont également force de loi.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
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

<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

**9.2 Living Wage Comparators**

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

Whereas employee recruitment and retention has proven to be a challenge for all job sectors; and

Whereas ensuring that The Corporation of the City of Sault Ste Marie is competitive with employee compensation within the current market is essential to attracting qualified employees and to retaining those already employed; and

Whereas being able to comfortably afford essentials increases quality of life, which is one of our strategic pillars;

Now Therefore Be It Resolved that staff be directed to investigate and report back to Council on positions within the Corporation of the City of Sault Ste. Marie and its external comparators with a view to creating a liveable wage target within the Corporation of the City of Sault Ste. Marie;

Further it be resolved that a review of all of the City of Sault Ste Marie’s non-union salary grids including part time employees and students be undertaken.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
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				
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
					<b>Carried</b>

**9.3 Use of Consultants**

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

Whereas the City has increased its dependences on consultants over the years; and  
 Whereas the federal government has just reviewed its consulting policy and found that it was overspending; and  
 Whereas consulting fees are not currently a line item in the budget and therefore cannot be properly discussed at the budget meeting; and  
 Whereas the previous Council spent roughly \$11 million between 2019-2023 on consulting services;  
 Now Therefore Be It Resolved that staff be requested to report back to City Council with a plan to make consultant fees a line item in the budget, reduce reliance on consulting firms, and a strategy to have more projects done in-house.

**9.3.1 Motion as Amended**

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

Whereas the City has increased its dependence on consultants over the years; and  
 Whereas the federal government itself just reviewed its consulting policy and found it was overspending; and

Whereas consulting fees are not currently a line item in the budget and therefore cannot be properly discussed at the budget meeting; and

Whereas the previous council spent roughly \$11 million between 2019 and 2023 on consulting fees;

Now Therefore Be It Resolved that staff be requested to report back to City Council with a plan to make consultant fees a line item within each departmental budget,

Further be it resolved that staff report to Council by the end of Q1 to summarize the purposes for which each of the City’s ten main service areas use consultants.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
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			
<b>Results</b>	<b>10</b>	<b>1</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

**9.4 Physician Recruitment and Retention**

Moved by: Councillor S. Kinach

Seconded by: Councillor S. Hollingsworth

Whereas the group health centre recently announced the de-rostering of 10,000 patients as a result of physician retirements or departures; and

Whereas there are believed to be 30,000 patients without access to a primary care provider in the Sault Ste. Marie area; and

Whereas the City of Sault Ste. Marie is not responsible for the delivery of healthcare, but plays a role in the recruitment and retention of physicians within our community; and

Whereas since it's inception in 2002, the Physician Recruitment Committee has recruited 205 physicians to practice in our community, an average of 10 per year; and

Whereas the challenges in physician recruitment and primary care delivery are common across Ontario; and

Whereas access to primary care is an issue that impacts social and economic outcomes in our community;

Now Therefore Be It Resolved that City Council request the Physician Recruitment and Retention Committee review its terms of reference and recommend changes to its funding partners to ensure its focus is on the delivery of primary care in the community, whether through adding nurse practitioner recruitment to their scope of duties, or other efforts that may provide easier access to primary care to Sault residents.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
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			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

**9.5 Funding of Post-Secondary Education**

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

Whereas the Federal Government has recently announced policy changes that will negatively affect publicly funded colleges, particularly those in small, northern and rural regions of

Ontario, by altering the framework through which international students are admitted and managed; and

Whereas Sault College has developed an important public-private college partnership with triOS College that contributes \$40 million annually in revenue to Sault College, equal to one-third of the Sault College Budget; and

Whereas students enrolled in programs offered through the triOS public-private partnership campuses are recognized as students of a publicly funded college and are held to the same high standards of academic rigor, are provided with comparable wrap-around support services to those offered at Sault College and receive a Sault College credential; and

Whereas the elimination of Post-Graduate Work Permits for students graduating from programs offered through the triOS public-private partnership campus would result in an immediate suspension of revenue to Sault College, adversely affect the sustainability of the college and undermining the ability to support local employers; and

Whereas the Federal Government’s policy changes have been made abruptly, without any consultation with postsecondary institutions and without a clear understanding of the severe financial hardship to smaller public colleges primarily outside of the GTA;

Now Therefore Be It Resolved that Sault Ste. Marie City Council urge the Federal Government to reconsider its recent policy changes and specifically exempt public-private partner institutions from being excluded in offering students who successfully complete their program of study, a Post-Graduate Work Permit.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
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			

<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

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

Whereas there is a growing concern over the inadequate funding of post-secondary education by the Ontario Government, which has placed additional financial pressures on publicly funded colleges, undermined their sustainability and made it more difficult for colleges to respond to the needs of local employers; and

Whereas Sault College has developed an important public-private college partnership with triOS College that contributes \$40 million annually in revenue to Sault College, equal to one-third of the Sault College Budget; and

Whereas students enrolled in programs offered through the triOS public-private partnership campuses are recognized as students of a publicly funded college and are held to the same high standards of academic rigor, are provided with comparable wrap-around support services to those offered at Sault College and receive a Sault College credential; and

Whereas the elimination of Post-Graduate Work Permits by the Federal Government for students graduating from programs offered through the triOS public-private partnership campus would result in an immediate suspension of revenue to Sault College, adversely affect the sustainability of the college and undermining the ability to support local employers; and

Whereas the Ontario Government has recently called together a group of experts who have released recommendations in the Blue-Ribbon Panel report that are designed to ensure the long-term sustainability of the postsecondary education sector in Ontario:

Now Therefore Be It Resolved that Sault Ste. Marie City Council urge the Ontario Government to immediately implement the Blue-Ribbon Panel recommendations and actively work with the Federal Government to restore the eligibility of public-private partner colleges, to grant students who successfully complete their program of study, a Post-Graduate Work Permit.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
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				
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
					<b>Carried</b>

**9.5.1 Correspondence Received**

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

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

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

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that all By-laws under item 12 of the Agenda under date January 29, 2024 save and except By-laws 2024-6, 2024-7 and 2024-12 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 2024-5 (Street Assumption) Assume Portion of Queen Street East (Blocks 7 and 8 Plan 1M448)**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-law 2024-5 being a by-law to assume for public use and establish as a public street a portion of Queen Street East described as Block 7 and Block 8 on Plan 1M448 be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.4 By-law 2024-8 (Agreement) Sault Ste. Marie Innovation Centre GIS Extension**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-Law 2024-8 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Innovation Centre for the contract extension of the Geographic Information System (GIS) Agreement be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.5 By-law 2024-10 (Street Assumptions) Various Parcels of Land**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-Law 2024-10 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.6 By-law 2024-11 (Engineering) South Market Area Storm Sewer Rehabilitation**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-law 2024-11 being a by-law to authorize the execution of the Contract between the City and Insituform Technologies Limited for the South Market Area Storm Sewer Rehabilitation (Contract No 2023-11E) be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.8 By-law 2024-13 (Subdivision Control) Deeming By-law Lot 6, Block 65 and 73 Plan M420 for Ponnampalam (6 and 10 Palomino Drive)**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-Law 2024-13 being a by-law to deem not registered for purposes of subdivision control certain lots in the Country Estates Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.9 By-law 2024-14 (Engineering) Sanitary Flow Metering Contract 2023-13E**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-law 2024-14 being a by-law to authorize the execution of the Contract between the City and Civica Infrastructure Inc. for sanitary flow metering (Contract 2023-13E) be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.10 By-law 2024-15 (Agreement) Amendment To By-law 2023-204 (CUPE 67 Civic Centre Collective Agreement for the 2023-2028 Term)**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-law 2024-15 being a by-law to amend Schedule "A" to By-law 2023-204 (CUPE 67 Civic Centre Collective Agreement for the 2023-2028 term) be passed in open Council this 29th day of January, 2024.

**Carried**

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

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

**12.3.1 By-law 2019-196 (Street Closing and Conveyance) McNabb Gladstone Project Great Lakes Honda**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-law 2019-196 being a by-law to stop up, close and authorize the conveyance of a portion of Blake Avenue and a portion of Atlantic Street, in the Plummer Subdivision, Plan 285 be read a THIRD time and PASSED in open Council this 29th day of January, 2024.

**Carried**

**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 2024-6 (Street Closing and Conveyance) Stop Up, Close and Convey Corner Roundings (Queen Street East) Peer Subdivision**

Mayor M. Shoemaker declared a conflict on this item. (Law firm represents the purchaser regarding this item.)

Councillor S. Hollingsworth declared a conflict on this item. (Purchaser is a relative.)

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

Resolved that By-law 2024-6 being a by-law to stop up, close and authorize the conveyance of a portion of Queen Street East in the Peer Subdivision, Parts 4 and 5 on Plan 1R14115 to the abutting owners be passed in open Council this 29th day of January, 2024.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker			<b>X</b>	
Councillor S. Hollingsworth			<b>X</b>	
Councillor S. Spina	<b>X</b>			
Councillor L. Dufour	<b>X</b>			
Councillor L. Vezeau-Allen	<b>X</b>			
Councillor A. Caputo	<b>X</b>			
Councillor R. Zagordo	<b>X</b>			
Councillor M. Bruni	<b>X</b>			
Councillor S. Kinach	<b>X</b>			
Councillor C. Gardi	<b>X</b>			
Councillor M. Scott	<b>X</b>			
<b>Results</b>	<b>9</b>	<b>0</b>	<b>2</b>	<b>0</b>
				<b>Carried</b>

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

**12.1.1 By-law 2024-5 (Street Assumption) Assume Portion of Queen Street East (Blocks 7 and 8 Plan 1M448)**

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

Resolved that By-law 2024-5 being a by-law to assume for public use and establish as a public street a portion of Queen Street East described as Block 7 and Block 8 on Plan 1M448 be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.4 By-law 2024-8 (Agreement) Sault Ste. Marie Innovation Centre GIS Extension**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-Law 2024-8 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Innovation Centre for the contract extension of the Geographic Information System (GIS) Agreement be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.5 By-law 2024-10 (Street Assumptions) Various Parcels of Land**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-Law 2024-10 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.6 By-law 2024-11 (Engineering) South Market Area Storm Sewer Rehabilitation**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-law 2024-11 being a by-law to authorize the execution of the Contract between the City and Insituform Technologies Limited for the South Market Area Storm Sewer Rehabilitation (Contract No 2023-11E) be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.8 By-law 2024-13 (Subdivision Control) Deeming By-law Lot 6, Block 65 and 73 Plan M420 for Ponnampalam (6 and 10 Palomino Drive)**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-Law 2024-13 being a by-law to deem not registered for purposes of subdivision control certain lots in the Country Estates Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.9 By-law 2024-14 (Engineering) Sanitary Flow Metering Contract 2023-13E**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-law 2024-14 being a by-law to authorize the execution of the Contract between the City and Civica Infrastructure Inc. for sanitary flow metering (Contract 2023-13E) be passed in open Council this 29th day of January, 2024.

**Carried**

**12.1.10 By-law 2024-15 (Agreement) Amendment To By-law 2023-204 (CUPE 67 Civic Centre Collective Agreement for the 2023-2028 Term)**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that By-law 2024-15 being a by-law to amend Schedule "A" to By-law 2023-204 (CUPE 67 Civic Centre Collective Agreement for the 2023-2028 term) be passed in open Council this 29th day of January, 2024.

**Carried**

Councillor M. Scott assumed the Chair as Acting Mayor due to Mayor Shoemaker's conflicts.

**12.1.3 By-law 2024-7 (Street Closing and Conveyance) Stop Up, Close and Convey Part Peer Street**

Mayor M. Shoemaker declared a conflict on this item. (Law firm represents the purchaser regarding this item.)

Councillor S. Hollingsworth declared a conflict on this item. (Purchaser is a relative.)

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that By-law 2024-7 being a by-law to stop up, close and authorize the conveyance of part of Peer Street and a 0.30m Reserve (Block 9) in the Peer Subdivision, Plan 1M448 be passed in open Council this 29th day of January, 2024.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker			<b>X</b>	
Councillor S. Hollingsworth			<b>X</b>	
Councillor S. Spina	<b>X</b>			
Councillor L. Dufour	<b>X</b>			



Councillor C. Gardi X

Councillor M. Scott X

**Results 10 0 1 0**

**Carried**

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

**14. Closed Session**

**15. Adjournment**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that this Council now adjourn.

**Carried**

---

Mayor

---

City Clerk



# CORPORATION OF THE CITY OF SAULT STE. MARIE

**Audit Planning Report  
for the year ending December 31, 2023**

A stylized signature of 'KPMG LLP' in a cursive font, with a horizontal line underneath.

Prepared as of February 13, 2024 for presentation to the Council on  
February 20, 2024

[kpmg.ca/audit](https://kpmg.ca/audit)

# KPMG contacts

## Key contacts in connection with this engagement

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### **Eric Pino, CPA, CA**

Lead Audit Engagement Partner - Other related boards of the Corporation of the City of Sault Ste. Marie

705-941-5786

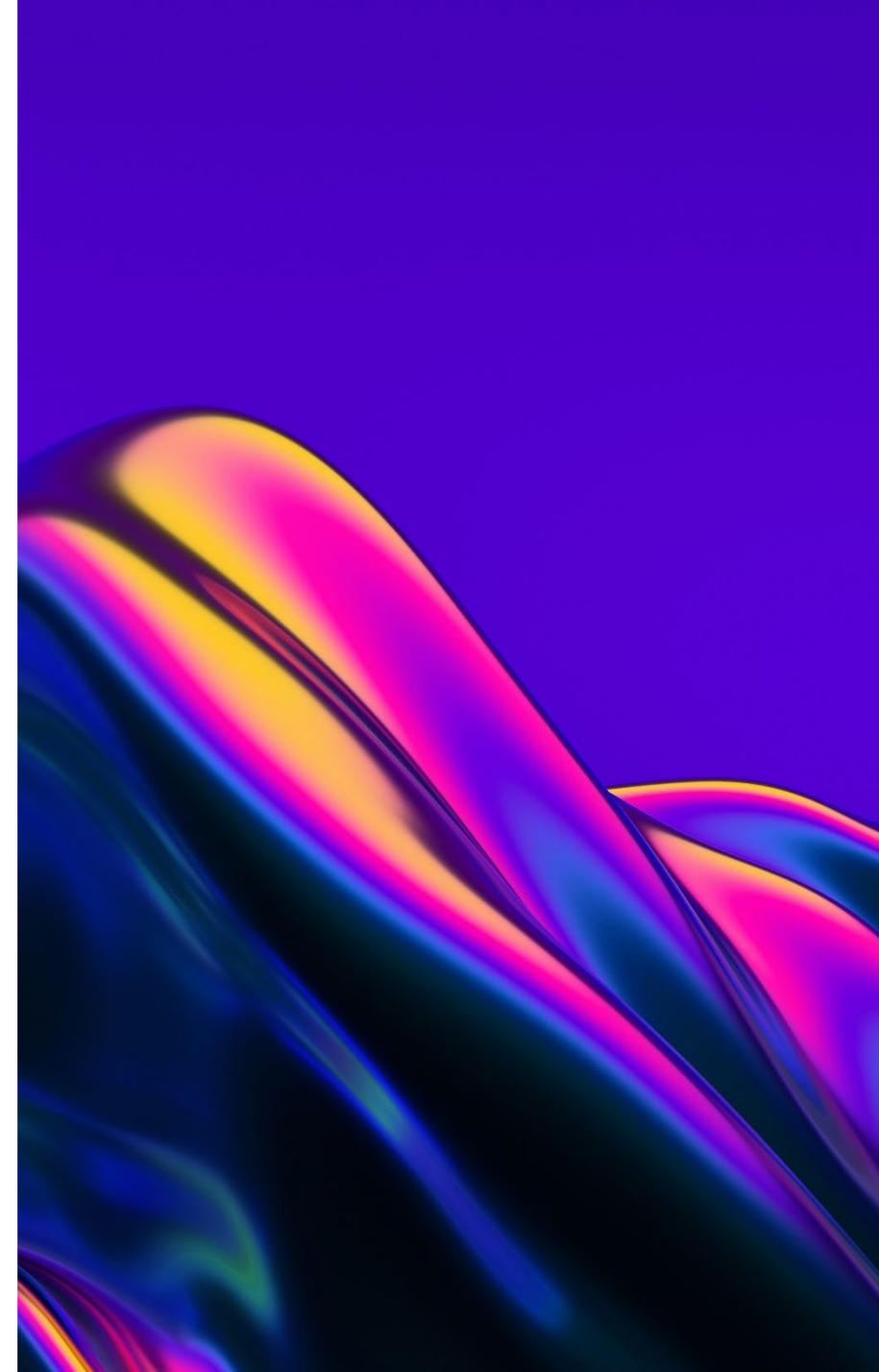
[epino@kpmg.ca](mailto:epino@kpmg.ca)

### **Chris Pomeroy, CPA, CA**

Lead Engagement Senior Manager - Corporation of the City of Sault Ste. Marie and related boards, and the PUC Group of entities

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# Table of contents

## Digital use information

This Audit Planning Report is also available as a “hyper-linked” PDF document.

If you are reading in electronic form (e.g. In “Adobe Reader” or “Board Books”), clicking on the home symbol on the top right corner will bring you back to this slide.



Click on any item in the table of contents to navigate to that section.

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The purpose of this report is to assist you, as a member of the Audit Committee, in your review of the plan for our audit of the financial statements. This report is intended solely for the information and use of Management, the Audit Committee, and the Board of Directors and should not be used for any other purpose or any other party. KPMG shall have no responsibility or liability for loss or damages or claims, if any, to or by any third party as this report to the Audit Committee has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.



# Audit highlights



No matters to report



Matters to report – see link for details

## Scope

Our audit of the consolidated financial statements (“financial statements”) of the Corporation of the City of Sault Ste. Marie (“the City”) as of and for the year ending December 31, 2023, will be performed in accordance with Canadian generally accepted auditing standards.

## Audit strategy

- Materiality \$4,200,000**
- Involvement of others
- Updates to our prior year audit plan

## Risk assessment

- Risk of management override of controls
- Other areas of focus
- Presumed risk of fraudulent revenue recognition

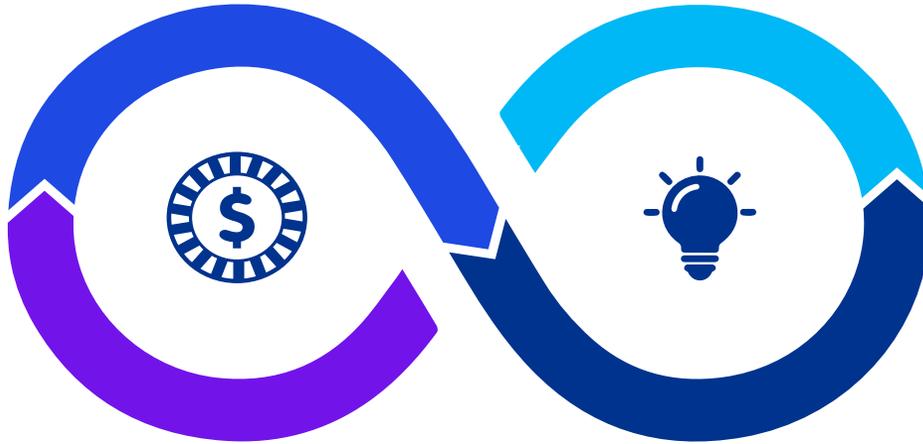
## Audit strategy - group audit

- Scope of Group audit
- Involvement of other KPMG member firms
- Involvement of non-KPMG firms





# Materiality



We **initially determine materiality** at a level at which we consider that misstatements could reasonably be expected to influence the economic decisions of users. Determining materiality is a matter of **professional judgement**, considering both quantitative and qualitative factors, and is affected by our perception of the common financial information needs of users of the financial statements as a group. We do not consider the possible effect of misstatements on specific individual users, whose needs may vary widely.

We **reassess materiality** throughout the audit and revise materiality if we become aware of information that would have caused us to determine a different materiality level initially.

## Plan and perform the audit

We **initially determine materiality** to provide a basis for:

- Determining the nature, timing and extent of risk assessment procedures;
- Identifying and assessing the risks of material misstatement; and
- Determining the nature, timing, and extent of further audit procedures.

We design our procedures to detect misstatements at a level less than materiality in individual accounts and disclosures, to reduce to an appropriately low level the probability that the aggregate of uncorrected and undetected misstatements exceeds materiality for the financial statements as a whole.

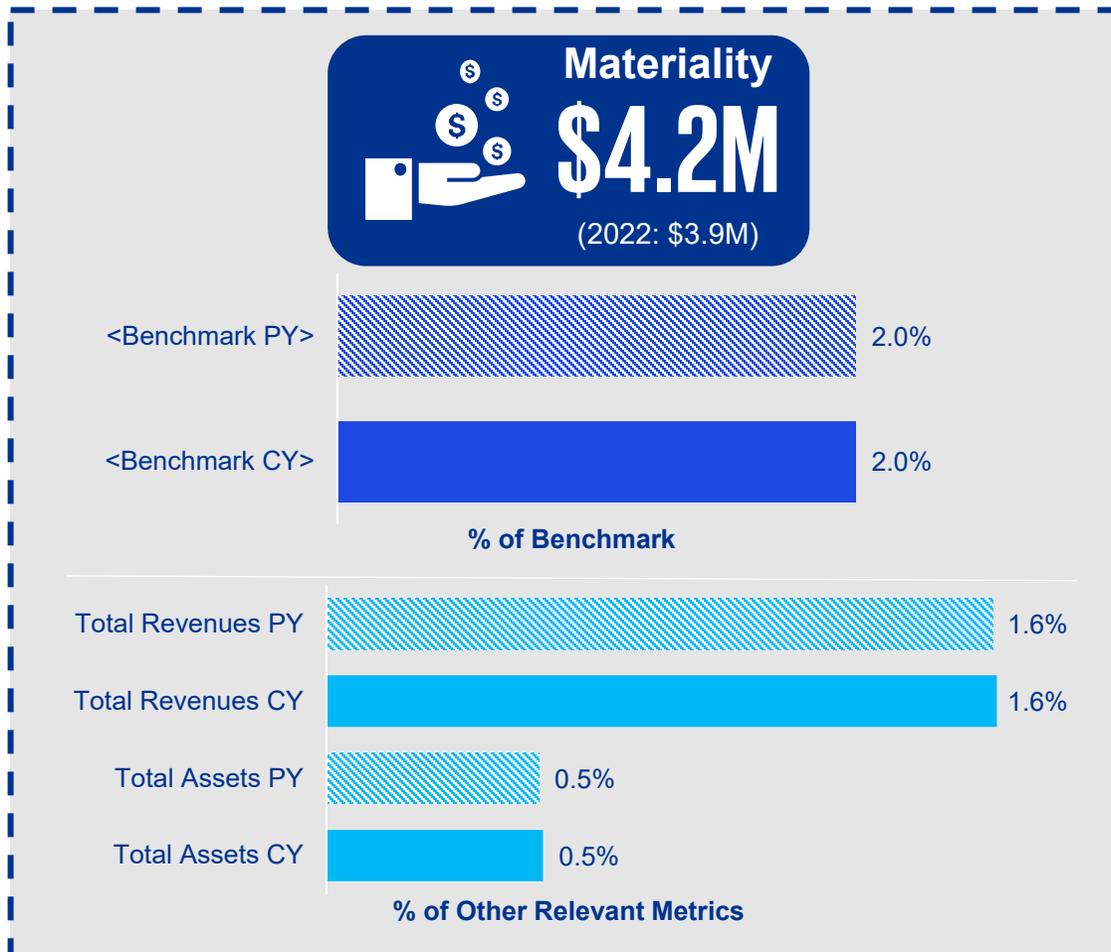
## Evaluate the effect of misstatements

We also **use materiality** to evaluate the effect of:

- Identified misstatements on our audit; and
- Uncorrected misstatements, if any, on the financial statements and in forming our opinion.



# Initial materiality



**Total Expenses**  
**\$214,200,000**  
 (2022: \$198,800,000)

**Total Revenues**  
**\$260,900,000**  
 (2022: \$237,100,000)

**Total Assets**  
**\$812,424,000**  
 (2022: \$760,495,000)



# Involvement of others

The following parties are involved in the audit of the financial statements:

Involved party	Nature and extent of planned involvement
Management's specialists – Actuarial and engineering services	<p>The City utilizes the services of a third party actuary in relation to the estimation of employee future benefit obligations.</p> <p>In addition, the City uses third party engineers for the estimates related to landfill closure liabilities and their related costs.</p> <p>We will perform substantive procedures, including review and application of assumptions as well as the use of management's experts (actuaries and engineers)</p> <p>We will review the disclosures in the consolidated financial statements.</p>



# Updates to our prior year audit plan

## Other significant changes



Newly effective accounting standards



### Accounting for Asset Retirement Obligations

PS 3280 Asset Retirement Obligations (ARO's) is a complex accounting standard which requires the application of professional judgement and will result in significant changes to the financial statements of public sector entities. ARO's are an estimate of legal or other required retirement activities related to an asset of the organization. The estimate involves calculation of the obligation and an addition to the cost of the related assets.

Newly effective accounting standards

KPMG is providing resources to management to assist with this key accounting standard change that is impacting all municipalities for this reporting period

**KPMG**

## Perspectives on PS 3280 Asset Retirement Obligations

*(Background image shows a man with a backpack walking outdoors)*

**KPMG**

## Asset Retirement Obligations – What's Next?

KPMG is your trusted partner for navigating the post-implementation phase of PS 3280.

We are honoured to have worked shoulder to shoulder with municipalities across Canada on the implementation of PS 3280. Collectively, Canada's municipal sector has addressed the most complex elements of ARO adoption, from scoping and measurement to financial reporting. The journey is far from finished though. Municipalities have a lot to consider for post implementation heading into 2024.

**Embedding ARO's in Annual Reporting**  
Your annual financial reporting process will need to include rigorous steps to remeasure ARO assets and liabilities and ensure their continued auditability.

PS 3280 requires municipalities to reassess ARO measurement at each reporting date. In addition to the accurate settlement of liabilities for retirement

**Effective ARO post-implementation involves more than just meeting**





# Group audit - Scoping

Involved party	Financial Reporting	Scope of Audit Work
Corporation of the City of Sault Ste. Marie (non-consolidated)	Consolidated	Full-scope audit on consolidated financial statements
Public Utilities Commission of the City of Sault Ste. Marie	Consolidated	Full-scope audit on stand-alone financial statements
Sault Ste. Marie Public Library Board	Consolidated	Full-scope audit on stand-alone financial statements
PUC Services Inc.*	Modified Equity Method (Government Business Enterprise)	Full-scope audit on stand-alone financial statements
PUC Inc.*	Modified Equity Method (Government Business Enterprise)	Full-scope audit on stand-alone financial statements
PUC Distribution Inc.*	Modified Equity Method (Government Business Enterprise)	Full-scope audit on stand-alone financial statements
Tourism Sault Ste. Marie	Consolidated	Compilation engagement
Provincial Offenses Administration	Schedule of Revenues and Expenditures	Audit of specific financial information

\*The City owns 100% of the shares of PUC Services Inc. and PUC Inc. including its subsidiaries PUC Distribution Inc. and other subsidiary entities representing approximately \$83 million as an investment on the City's consolidated financial statements.



# Risk assessment summary

Our planning begins with an assessment of risks of material misstatement in your financial statements.

We draw upon our understanding of the City and its environment (e.g. the industry, the wider economic environment in which the business operates, etc.), our understanding of the City's components of its system of internal control, including our business process understanding.

	Risk of fraud	Risk of error	PY risk rating
● Management Override of Controls	✓		Significant
● Tangible Capital Assets		✓	Base
● Employee Future Benefit Obligations		✓	Base
● Landfill Closure and Post Closure Liability		✓	Base
● Government Grants		✓	Base
● Payroll Expenses (including related accruals)		✓	Base

● PRESUMED RISK OF MATERIAL MISSTATEMENT ● OTHER RISK OF MATERIAL MISSTATEMENT



# Significant risks



Management Override of Controls (non-rebuttable significant risk of material misstatement)

RISK OF



FRAUD

## Why is it significant?

**Presumption of the risk of fraud resulting from management override of controls**

Management is in a unique position to perpetrate fraud because of its ability to manipulate accounting records and prepare fraudulent financial statements by overriding controls that otherwise appear to be operating effectively. Although the level of risk of management override of controls will vary from entity to entity, the risk nevertheless is present in all entities.

## Our planned response

As this presumed risk of material misstatement due to fraud is not rebuttable, our audit methodology incorporates the required procedures in professional standards to address this risk. These procedures include:

- testing of journal entries and other adjustments,
- performing a retrospective review of estimates
- evaluating the business rationale of significant unusual transactions.

## Advanced technologies

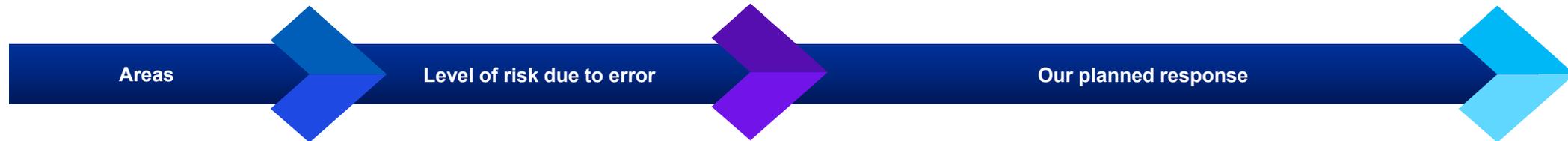
Our KPMG Clara Journal Entry Analysis Tool assists in the performance of detailed journal entry testing based on engagement-specific risk identification and circumstances. Our tool provides auto-generated journal entry population statistics and focusses our audit effort on journal entries that are riskier in nature.



[Click to learn more](#)



# Other risks of material misstatement



## Tangible Capital Assets



- Vouch significant additions and disposals to supporting documentation.
- Review of repair and maintenance expenses for proper accounting treatment.
- Review the existence of the capital assets schedule with capital assets inventory maintained by management.
- Perform analytical audit procedures to ensure adequacy of amortization.
- Enquire as to the impairment of any tangible capital assets.

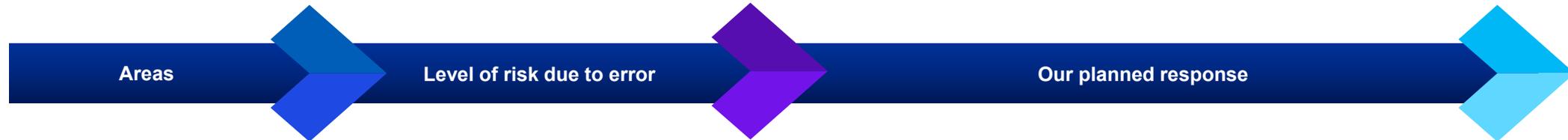
## Estimates for Employee future benefits and landfill liabilities



- We will perform substantive procedures, including review and application of assumptions as well as the use of management's experts (actuaries and engineers)
- We will review the disclosures in the consolidated financial statements.



# Other risks of material misstatement



## Government Grants



- We will review the year-end reconciliation of closing grant balances, and obtain supporting documentation for significant reconciling items.
- We will confirm certain balances or review supporting documentation for significant grant funds received by the City during the year.
- We will complete analytical procedures to ensure the appropriate recognition of revenue and related payables, deferrals and receivables, as required.
- We will perform substantive tests to address the eligibility of costs incurred.

## Payroll expenses (including related payables and accruals)



- Test and evaluate design and operating effectiveness of controls over payroll.
- Perform substantive analytical procedures over salaries and benefits, including related accruals.
- Recalculate significant accruals and review collective agreements for the completeness of liabilities related to retroactive pay.



# Key milestones and deliverables

## Dec 2023

### Planning & Risk Assessment

- Debrief prior year with management
- Kick-off with management
- Planning and initial risk assessment procedures, including:
  - Involvement of others
  - Identification and assessment of risks of misstatements and planned audit response for certain processes
- Obtain and update an understanding of the Company and its environment
- Inquire of the Audit Committee, management and others within the Company about risks of material misstatement
- Coordinate with Internal Audit

## Jan/Feb 2024

### Risk assessment & Interim work

- Evaluate the Entity's components of internal control, other than the control activities component
- Complete group audit scoping
- Perform process walkthroughs for certain business processes
- Identify process risk points for certain business processes
- Complete interim data extraction and processing activities
- Complete initial risk assessment
- Communicate audit plan
- Identify IT applications and environments
- Evaluate D&I of controls for certain business processes (control activity component)
- Evaluate D&I of general IT controls
- Communicate group audit instructions to component audit teams
- Provide update on audit progress

## Mar – May 2024

### Final Fieldwork & Reporting

- Complete year-end data extraction and processing activities
- Perform remaining substantive audit procedures
- Evaluate results of audit procedures, including control deficiencies and audit misstatements identified
- Review financial statement disclosures
- Present audit results to the Audit Committee and perform required communications
- Issue audit report on financial statements
- Closing meeting with management
- Filing date: Issue audit reports on financial statements



# Appendices



Required communications



Use of technology



Audit quality



New auditing standards



Insights





# Appendix: Engagement letter

A full copy of the engagement letter is available upon request

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Canada  
Telephone (705) 949 5811  
Fax (705) 949 0911

**PRIVATE & CONFIDENTIAL**

Tom Vair  
Chief Administrative Officer  
The Corporation of the City of Sault Ste.  
Marie  
99 Foster Drive  
Sault Ste Marie, ON P6A 5N1

Shelley Schell  
Commissioner of Finance and Treasurer  
The Corporation of the City of Sault Ste.  
Marie  
99 Foster Drive  
Sault Ste Marie, ON P6A 5N1

February 13, 2024

The purpose of this letter is to outline the terms of our engagement to audit the consolidated annual financial statements ("financial statements" or "annual financial statements") of The Corporation of the City of Sault Ste. Marie (the "Entity"), commencing for the period ending December 31, 2023.

This letter supersedes our previous letter to the Entity dated January 9, 2023.

The terms of the engagement outlined in this letter will continue in effect from period to period, unless amended or terminated in writing. The attached Assurance Terms and Conditions and any exhibits, attachments and appendices hereto and subsequent amendments form an integral part of the terms of this engagement and are incorporated herein by reference (collectively the "Engagement Letter").

**FINANCIAL REPORTING FRAMEWORK FOR THE FINANCIAL STATEMENTS**

The annual financial statements will be prepared and presented in accordance with Canadian public sector accounting standards (hereinafter referred to as the "financial reporting framework").

The annual financial statements will include an adequate description of the financial reporting framework.





# Appendix: Other required communications



## CPAB communication protocol

The reports available through the following links were published by the Canadian Public Accountability Board to inform Audit Committees and other stakeholders about the results of quality inspections conducted over the past year:

- [CPAB Audit Quality Insights Report: 2023 Interim Inspections Results](#)



# Appendix: KPMG Clara



## Streamlined client experience

And deeper insights into your business, translating to a better audit experience.



## Secure

A secure client portal provides centralized, efficient coordination with your audit team.



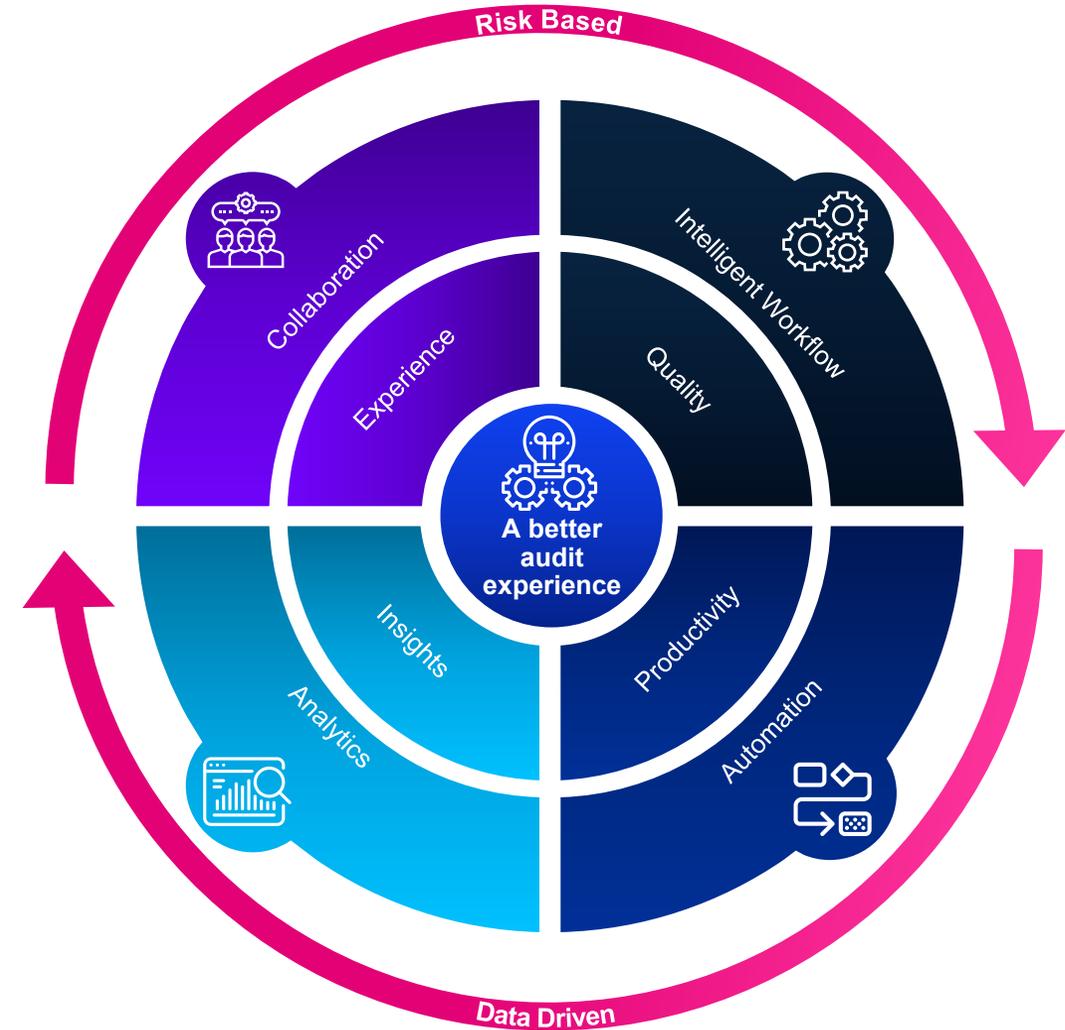
## Intelligent workflow

An intelligent workflow guides audit teams through the audit.



## Increased precision

Advanced data analytics and automation facilitate a risk-based audit approach, increasing precision and reducing your burden.





# Appendix: Audit quality: How do we deliver audit quality?

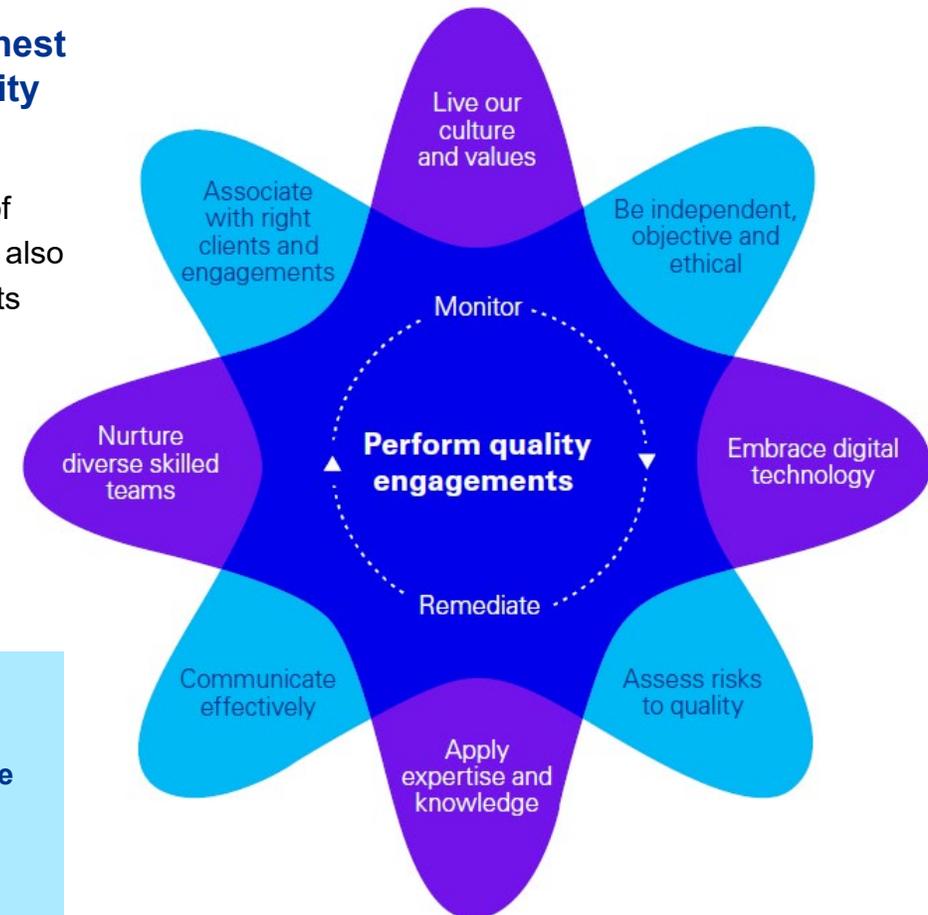
Quality essentially means doing the right thing and remains our highest priority. Our Global Quality Framework outlines how we deliver quality and how every partner and staff member contributes to its delivery.

The drivers outlined in the framework are the ten components of the KPMG System of Quality Management (SoQM). Aligned with ISQM 1/CSQM 1, our SoQM components also meet the requirements of the International Code of Ethics for Professional Accountants (including International Independence Standards) issued by the International Ethics Standards Board for Accountants (IESBA) and the relevant rules of professional conduct / code of ethics applicable to the practice of public accounting in Canada, which apply to professional services firms that perform audits of financial statements.

 [KPMG 2022 Audit Quality and Transparency Report](#)

We define 'audit quality' as being the outcome when:

- audits are **executed consistently**, in line with the requirements and intent of **applicable professional standards** within a strong **system of quality management**; and
- all of our related activities are undertaken in an environment of the utmost level of **objectivity, independence, ethics and integrity**.



**Doing the right thing. Always.**



# Appendix: Newly effective and upcoming changes to auditing standards

For more information on newly effective and upcoming changes to auditing standards - see Current Developments 

Effective for periods beginning on or after December 15, 2022

## ISA/CAS 220

.....  
(Revised) Quality management for an audit of financial statements

## ISQM1/CSQM1

.....  
Quality management for firms that perform audits or reviews of financial statements or other assurance or related services engagements

## ISQM2/CSQM2

.....  
Engagement quality reviews

Effective for periods beginning on or after December 15, 2023

## ISA 600/CAS 600

.....  
Revised special considerations – Audits of group financial statements



# Appendix: Audit and assurance insights

Our latest thinking on the issues that matter most to Audit Committees, board of directors and management.

## [KPMG Audit & Assurance Insights](#)

Curated research and insights for audit committees and boards.

## [Board Leadership Centre](#)

Leading insights to help board members maximize boardroom opportunities

## [Current Developments](#)

Series of quarterly publications for Canadian businesses including Spotlight on IFRS, Canadian Securities & Auditing Matters and US Outlook reports.

## [Audit Committee Guide – Canadian Edition](#)

A practical guide providing insight into current challenges and leading practices shaping audit committee effectiveness in Canada.

## [Accelerate 2023](#)

The key issues driving the audit committee agenda in 2023.

## [Momentum](#)

A quarterly newsletter with the latest thought-leadership from KPMG's subject matter leaders across Canada and valuable audit resources for clients.

## [KPMG Climate Change Financial Reporting Resource Centre](#)

Our climate change resource center provides insights to help you identify the potential financial statement impacts to your business.

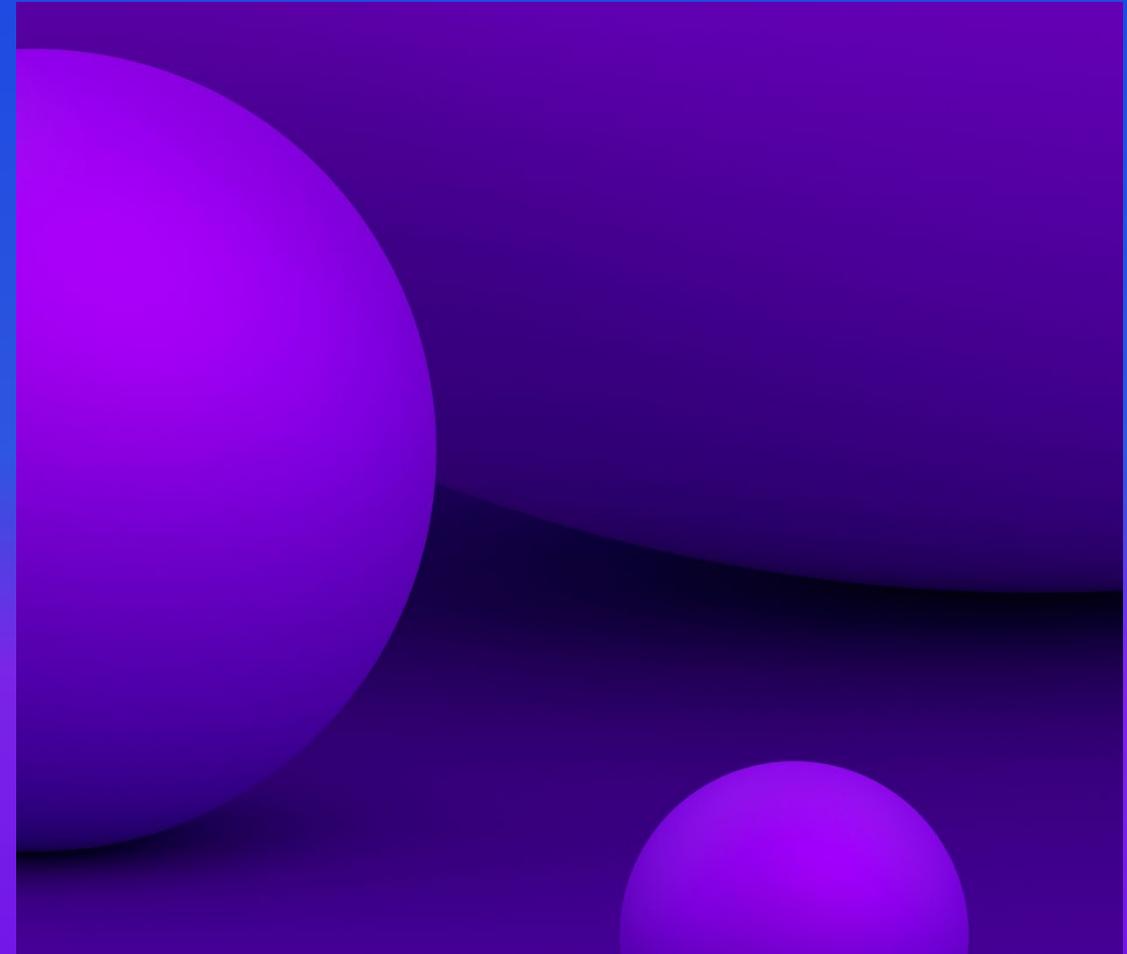
## [IFRS Breaking News](#)

A monthly Canadian newsletter that provides the latest insights on international financial reporting standards and IASB activities.



[kpmg.ca](https://www.kpmg.ca)

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Sault Ste. Marie  
**Public Library**

[www.ssmpl.ca](http://www.ssmpl.ca)

*"One stop....endless possibilities"*

# STRATEGIC PLAN 2024-2029

# MESSAGE FROM THE BOARD CHAIR



Sault Ste Marie Public Library is the heart of our community. The people of SSM deserve and want a Library that puts them on equal footing with the rest of the world. No matter where you live, who you are, where you came from, how old or young; the Library is the place to meet the needs of the people of SSM.

In collaboration and alignment with our elected officials at City Hall, under the leadership of Mayor Shoemaker, we have created a strategic plan that will guide us for the next five years in our pursuit of excellent library services for the citizens of SSM.

There have been many hands involved in this new strategic plan but I especially want to thank the Board of Directors, CEO Matthew MacDonald and his staff, Ontario Library Services, and the numerous community partners and individuals that provided the insight, input and raw data that guided us on this journey. Thank you all for helping us create your strategic plan for the Library.

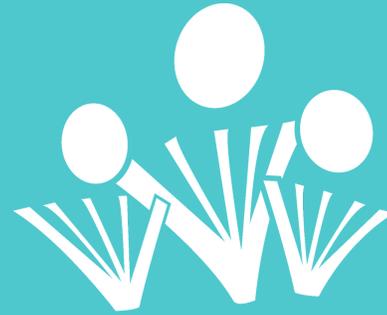
Wayne Greco  
Chair  
SSM Public Library Board

## Library Board of Directors

Paolo Bruni  
Hannah Caicco  
Lisa Dobrovnik  
Erin Ferlaino  
Steve Murray  
Wayne Greco (Chair)  
Kevin Harrison  
Mike Olejnik (Vice Chair)  
Jami van Haften

**2023-2027**

# STRATEGIC PLAN 2024-2029



Sault Ste. Marie  
**Public Library**

[www.ssmpl.ca](http://www.ssmpl.ca)

*"One stop...endless possibilities"*

## Our Mission

The Sault Ste. Marie Public Library provides opportunities to discover, learn, and grow. We serve as a community partner offering spaces, resources, and connections which contribute to quality of life.

## Our Vision

A diverse and welcoming community hub, the Sault Ste. Marie Public Library fuels innovation, demonstrates leadership, and promotes literacy aligned with our growing community. We strive to deliver library service for all, driven by knowledge sharing, partnerships, and new opportunities.

## Our Values

- Community Engagement
- Diverse People and Perspectives
- Innovation
- User Experiences
- Literacy

# ONE STOP ENDLESS POSSIBILITIES . . .



## OUR PRIORITIES



**Community  
Engagement**



**Marketing &  
Communications**



**Inclusion,  
Diversity,  
Equity and  
Accessibility**



**Heritage & Culture**



**Service Excellence**



# ONE STOP ENDLESS POSSIBILITIES . . .

## COMMUNITY ENGAGEMENT

- Build and maintain strong community partnerships
- Expand Library services within underserved areas
- Initiate positive change through opportunities for development and growth



A close-up photograph of a person's hand resting on the grey metal rim of a wheelchair wheel. The background is slightly blurred, showing the spokes of the wheel and parts of the chair's frame.

# ONE STOP ENDLESS POSSIBILITIES ...

## IDEA (INCLUSION, DIVERSITY, EQUITY & ACCESSIBILITY)

- Expand Library service to be more inclusive of a diverse population
- Represent new audiences within library relationships
- Embed EDI across all levels of Library activity
- Provide more accessible technology
- Collaborate with local Indigenous partners on Truth & Reconciliation and Decolonization

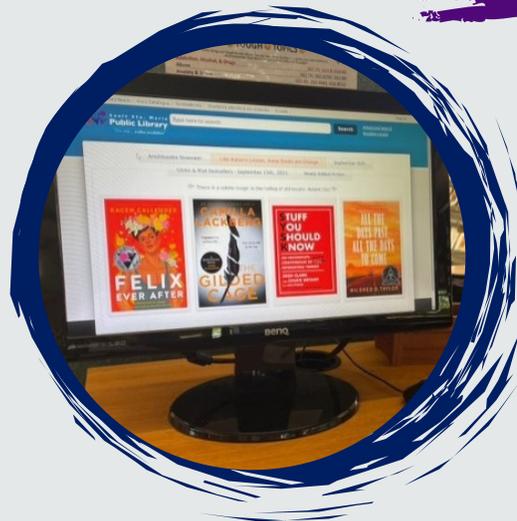




# ONE STOP ENDLESS POSSIBILITIES ...

## MARKETING & COMMUNICATIONS

- Engage stakeholders in library activities at all levels
- Increase Community awareness of the Library
- Improve the Library's website to enhance the digital experience





# ONE STOP ENDLESS POSSIBILITIES . . .

## HERITAGE & CULTURE

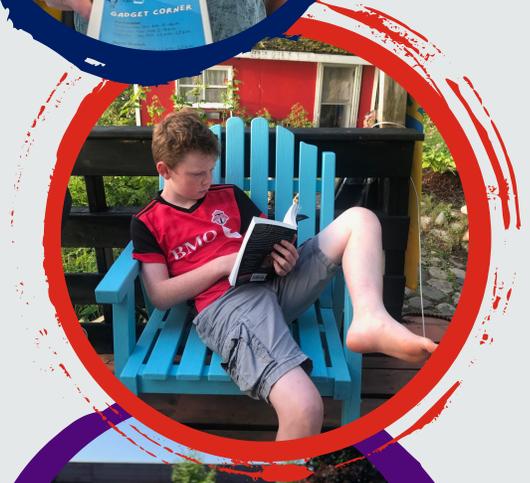
- Develop programs, collections and services to celebrate and recognize local history
- Improve Access to Historical collections
- Participate in cross-cultural dialogue and knowledge sharing



# ONE STOP ENDLESS POSSIBILITIES ...

## SERVICE EXCELLENCE

- Ensure Library services, programs and collections meet community needs
- Deliver exceptional customer service
- Improve Library facilities to better meet the service needs of the community



# MESSAGE FROM THE CEO



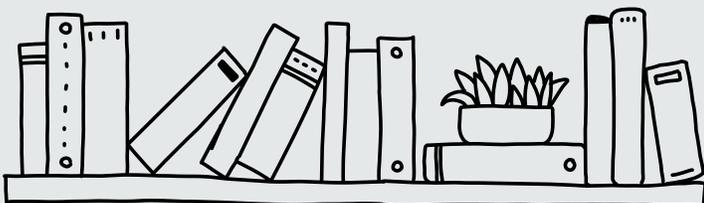
"There are far better things ahead than any we leave behind."  
— C.S. Lewis.

The Library's Strategic Plan is a guiding document that will help the Board and staff improve and adapt library services to meet our community's continuously evolving needs. With our new mission and vision in place, we hope to move the library in a new direction while still maintaining our core values.

Each strategic priority is supported by carefully chosen goals, objectives and planned action items. Through effort and intention, we hope to create a Sault Ste. Marie Public Library that is more inclusive, innovative, and responsive to our patrons' needs. We aim to offer exceptional programs, activities and services in the years to come.

Our library is community focused. We will continue to meet the needs of our current patrons while also trying to engage new audiences. We will continue to collaborate with our many community partners and seek out new partnerships. We will undertake initiatives that will create positive change and make efforts to expand to areas that are underserved.

Finally, we hope to create a greater awareness in our community, through marketing and communications, that our library truly is a destination for all that is one stop with "endless possibilities..."



Matthew MacDonald, B.A. Hon., M.L.I.S.  
Chief Executive Officer  
Sault Ste. Marie Public Library



Art by Lucia Laford et al.

## Land Acknowledgment

The Sault Ste. Marie Public Library is a gathering place where community comes together; to share stories, to explore new ideas and to gain knowledge of the past. It is through this unique position in our community that we support and promote truth and reconciliation with Indigenous peoples.

We 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 is known as Bawating. Bawating is the home of Ketegaunseebeee (Garden River) First Nation, Batchewana First Nation, and the Historic Sault Ste. Marie Metis Council.

The Library, and we as individuals, have a deep desire to bring about change in our community and move forward together as diverse and inclusive peoples. We are dedicated to honouring Indigenous history and culture and are committed to moving forward in the spirit of reconciliation and respect.

## Steering Committee

Kaitrin Aaltonen  
Paolo Bruni  
Erin Ferlaine  
Matthew MacDonald  
Frances Ryan  
Liz Webkamigad

Kendal Barban  
Hannah Caicco  
Wayne Greco  
Steve Murray  
Elise Schofield  
Sharon Wigney

Elspeth Belair  
Lisa Dobrovnik  
Kevin Harrison  
Mike Olejnik  
Jami van Haaften





January 30, 2024

Dear Mayor Shoemaker,

Thank you for writing to the Honourable Justin Trudeau, P.C., M.P. Prime Minister of Canada. His office has shared your letter with me, with respect to the City of Sault Ste. Marie's requests for federal action on intimate partner violence, specifically the implementation of the National Action Plan to End Gender-Based Violence (National Action Plan to End GBV).

I would first like to offer my deep condolences to the families and the community of Sault Ste. Marie. I was heartbroken and outraged by the news of the tragic deaths from intimate partner violence in your community. Any victim of intimate partner violence, or gender-based violence is one too many. I know the community is supporting one another through this difficult time in unity, reinforcing that we must all continue our work to end gender-based violence.

Gender-based violence is one of the most deeply rooted human rights violations of our time and our government continues to be committed to preventing and addressing this serious problem in our country, including improving both prevention and response efforts. Given this, I would like to highlight some of the ongoing work taking place.

The jury in the Renfrew County Inquest stressed the importance of implementing the National Action Plan to End Gender-Based Violence in a timely manner (recommendation 83). In November 2022, the Federal-Provincial-Territorial ministers responsible for the Status of Women launched the [National Action Plan to End Gender-based Violence](#). The National Action Plan to End Gender-based Violence was informed by over 1,000 recommendations through years of engagement with a wide range of partners from all background and expertise including Indigenous partners, victims and survivors and their families, front-line service providers, community leaders, experts, academics, and civil society. This 10-year plan is a strategic framework for action within and across jurisdictions to support victims, survivors, and their families no matter where they live.

Budget 2022 provided \$539.3 million over five years, including \$525 million to support the provinces and territories in their efforts to implement the National Action Plan to End Gender-based Violence.

On November 15, 2023 I had the privilege of announcing our government's bilateral agreement with Ontario to implement the National Action Plan to End Gender-Based Violence. This includes \$162 million over four years to support Ontario's implementation of the Plan.

Further to this, as of December 15, 2023, our government has announced bilateral funding agreements with all thirteen provinces and territories. I am so proud of the collaboration we have with all provinces and territories, including Ontario, to tackle and end Gender-Based Violence.

These agreements are flexible and support jurisdictions in addressing their respective challenges, needs, and individual priorities under five pillars that guide cross-country efforts to end gender-based violence: support for victims, survivors, and their families; prevention; responsive justice system; Indigenous-led approaches; and social infrastructure and enabling environment, underpinned by the foundation. The agreements will also be guided by three federal priorities to ensure consistency across the country: increasing prevention efforts, reaching underserved communities, and stabilizing the sector.

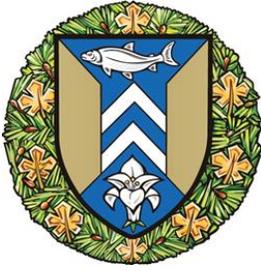
For further information on Ontario's agreement, I would encourage you to reach out to my provincial counterpart, Minister Williams, Associate Minister of Women's Social and Economic Opportunity of Ontario. For more details on the issues related to changes to the *Criminal Code* and alternative means for survivors to testify in court as you mentioned in your letter to the Prime Minister, I would encourage you to reach out to my colleague Minister Virani, Minister of Justice.

Thank you for writing on this important issue. It is only through collaboration between all levels of government, survivors and their families, communities as well as other civil society stakeholders that we will end intimate partner violence and GBV from coast to coast to coast.

Sincerely,



The Honourable Marci Ien, P.C., M.P.  
Minister for Women and Gender Equality and Youth



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

**C O U N C I L   R E P O R T**

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Madison Zuppa, Deputy City Clerk  
DEPARTMENT: Corporate Services  
RE: Municipally Significant Event – Sault Ste. Marie Festival of Beer

---

**Purpose**

The purpose of this report is to request that Council designate the Sault Ste. Marie Festival of Beer as municipally significant and to direct staff to prepare a Licence of Occupation to be brought back to Council for approval as the proponent desires to hold the event on City Property.

**Background**

In May 2023 City Council approved the Municipally Significant Events Policy (see Appendix A) outlining the application process and the definition of what types of events would qualify.

**Analysis**

Relevant City staff met with the proponent, Downtown Association, and representative from the Alcohol and Gaming Commission of Ontario (AGCO) on January 9, 2024 to discuss the Sault Ste. Marie Festival of Beer. It was determined at that meeting that the proponent should apply to the City to have the event designated municipally significant. Having the City of Sault Ste. Marie designate the event as municipally significant is only the first step in the process. The proponent requires the designation to apply for a special occasion permit through the AGCO.

On January 24, 2024 the proponent submitted an application to the City for the Sault Ste. Marie Festival of Beer (see Appendix B). The application was circulated to the parties listed in the Municipally Significant Event Policy. With the feedback provided, City staff recommend the event be designated municipally significant. City staff also recommend that the proponent be required to enter into a Licence of Occupation agreement satisfactory to City staff, including but not limited to the following:

- adherence to the City's Alcohol Risk Management Policy;
- Planning Division approval for temporary patio extensions;
- Building Division approvals for tent structures and any necessary permits;
- traffic plan and road closure approvals;

- insurance requirements;
- safeguarding the site with proper barricading and security/paid duty police;
- APH approvals for food provision and sanitary privies; and
- AGCO permit and approvals.

### **Financial Implications**

There are no direct financial impacts to the City. City staff will be required to prepare the Licence of Occupation agreement. City staff are recommending that the fees outlined in the Alcohol Risk Management Policy be waived for the Sault Ste. Marie Festival of Beer, which is consistent with past practice for other large community festivals.

### **Strategic Plan / Policy Impact / Climate Impact**

The report is linked to the Quality of Life – Vibrant Downtown Areas strategic direction in the Corporate Strategic Plan.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated February 20, 2024 be received and that Council designate the Sault Ste. Marie Festival of Beer a municipally significant event.

Further that staff be directed to prepare a Licence of Occupation to be brought back to Council for approval at a future meeting.

Respectfully submitted,

Madison Zuppa  
Deputy City Clerk  
705.759.5392  
[m.zuppa@cityssm.on.ca](mailto:m.zuppa@cityssm.on.ca)



**Subject:** Municipally Significant Events (AGCO Special Occasion Permits)  
**Service Area:** Corporate Services (City Clerk)  
**Source:** By-law 2023-75  
**Date:** May 1, 2023

---

**Purpose:**

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

**Application:**

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

**Definitions:**

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

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

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

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

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

**Scope:**

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

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

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



f. Algoma Public Health

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

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

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

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

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

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

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

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

## Municipally Significant Event Application Form

Organization Name: SSM Festival of Beer

Contact Person: Stephen Alexander

Contact Information: 705-297-2814 (text or call), loplops01@gmail.com

Objects of the Organization: To organize a Festival in the Downtown District

Date of Event: Saturday May 4th, 2024

Location of Event: Queen Street, Square One

Is the event an exhibition, event or function open to the general public that is being held in the City of Sault Ste. Marie? Yes  No

Can the event be defined as: (Check all that apply)

Has local, regional, national or international historical or cultural significance

Builds awareness of diverse cultures

Promotes the social, cultural or economic development of the City'

Benefits the community at large

Reasons the organization believes the event should be deemed municipally significant: The SSM Festival of Beer is entering its 12th year (two years missed due to Covid 19) and the numbers of those attending grows each year. Our original home (The Bushplane Museum) is no longer big enough to hold the number of guests. We have started to see more "out of town" guests coming to the event and we are looking forward to growing it into a full weekend in years to come.

How many members of the public are expected to attend? 1500 - 2000

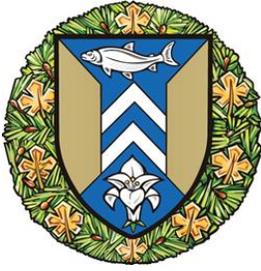
Details of how, when and where the event will be advertised to the public: We work with Rogers and Sootoday/Village Media (both are platinum sponsors) and the Sault Star, as well as many social media platforms. We also have many vendors on Queen Street that directly benefit from the festival that also advertise the event. We have a mailing list of all past ticket purchases for the event from years past. Layout of the street is complete if needed.

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

By signing you agree that you have read and agree with the conditions of the City of Sault Ste. Marie Designation of Municipally Significant Events policy.

Stephen Alexander  
Applicant

24 January 2024  
Date



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

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Contract Extension Option – Third Party Transit  
Transportation Services

---

**Purpose**

The purpose of this report is to obtain Council approval to implement the option to extend the Third Party Transit Transportation Services of Wheelchair Accessible and Ambulatory Service Vehicles between the City and UCab, for the additional two year period to February 28, 2026 as required by Transit Division.

**Background**

Following a Request for Proposal, Council passed the following resolution:

Resolved that the report of the Manager of Purchasing dated March 8, 2021 be received and that the proposal submitted by 1972699 Ontario Inc. o/a UCAB to provide Third Party Transit Transportation Services, as required by the Transit and Parking Division of Community Development and Enterprise Services be approved. The contract will commence March 1, 2021 and continue for a period of three (3) years with the option to extend for two (2) additional years by mutual consent.

**Analysis**

The Director of Community Services and staff from the Transit Division – Community Development and Enterprise Services are satisfied with services that have been maintained by UCab in providing service of wheelchair accessible and ambulatory service vehicles on a third party basis.

Since initiation of services in March 2021, the level of service demand for this contract had been greatly decreased as a result of the pandemic. It is challenging to forecast service demands moving forward. However, it is anticipated to return to pre-pandemic levels in Year 3.

- The Rate Charges per service type have been maintained within the first 3 years at a 5% increase rate annually in year 2 and year 3.

- The increases in demand for number of service requests since pandemic have proven true with annual charges reported as Year 1 (2021/22) \$174k; Year 2 (2022/23) \$281k; and Year 3 (2023/24) \$300k.

### **Financial Implications**

For the optional two-year extension period, UCab has proposed the same increase rate per service type be maintained annually at 5% in year 4 (2024/25) and again in year 5 (2025/26).

Using the latest demand for number of service requests (year 3), cost of services in these two extension years are estimated at \$315,000 plus HST; and \$330,750 plus HST years 4 and 5 respectively, totalling \$657,116 including the non-rebatable portion of HST for the two-year extension period. Final spend values are subject to change; however, based on actual demand usages applied.

As the amount procured is an estimate based on demand, these costs will be funded through the annual operating budget of \$280,000. Should the actuals trend higher than the budgeted amount, staff will manage other operating accounts to ensure that any overage is funded within the Transit cost centre.

### **Strategic Plan / Policy Impact / Climate Impact**

Provision of third party transit transportation services of wheelchair accessible and ambulatory service vehicles is aligned with the Corporate Strategic Plan through Commitment to Citizens and Community providing accessible services to our diverse community; and with delivering excellent customer service as outlined in the Service Delivery Focus Area.

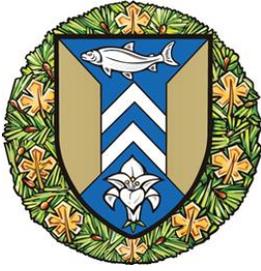
### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated February 20, 2024 concerning Extension Option of Third Party Transit Transportation Services with UCab be received and that services commence March 1, 2024 for two (2) years until February 28, 2026 as required by Transit Division.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)



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

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Factory Rebuild of Trackless Municipal Tractor – Public Works

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**Purpose**

The purpose of this report is to obtain Council approval for a factory rebuild of a City-owned trackless municipal tractor presently in use by Public Works.

**Background**

Trackless equipment is used by Public Works for various purposes, primarily associated with clearing snow, winter sanding, and sweeping of City sidewalks. Trackless vehicles are equipped with various readily changeable attachments for performance of these functions as well as other duties inside and outside of the winter control season.

Public Works replaces one of the municipal tractors in its fleet annually to ensure reliable service and continuity of its fleet are maintained.

**Analysis**

The estimated purchase price of a new trackless vehicle equipped with the usual attachments is approximately \$203,200 plus HST after trade-in allowances for the existing machine. A factory rebuild will return an existing machine to like-new condition (with new attachments also to be ordered including a snow blower and v-plow), and is expected to realize a savings of approximately 15-20% over the useful life versus purchasing new. The most recent versions of trackless equipment engines are required to meet emission targets; and the modifications to do so have significantly affected the reliability and capability to do the intended job. As technology advances, these issues will be addressed.

The vehicle to be rebuilt is currently part of the City fleet and is the one unit that would be typically traded on a new machine purchase. Other factors such as the half-life point for this machine, reliability of operation, accessibility to parts and maintenance, and our confidence that this equipment has done well in the challenging municipal environment has also been considered by Public Works in

their assessment. Based upon the analysis, Public Works recommends the rebuild option.

Work Equipment Ltd. is a factory-authorized dealer who supplies the City with trackless municipal tractors. Factory Rebuilds are only available at a Trackless Dealer. Sole sourcing, in this instance, complies with the Purchasing By-law 22(3) a) and c) as there is an absence of competition for technical reasons and the service can only be supplied by a particular supplier/manufacturer representative.

The rebuild will include replacement of the engine, cab, seat and controls; a transmission rebuild, front and rear axles, and power take off (PTO) clutch. A new 1-year warranty on parts and labour, and a 2-year 2,000-hour warranty on the engine provided, which is comparable to the warranty of a new unit. The rebuild process will take approximately 90-150 days to complete, subsequent to the 90 day engine supply lead-time.

### **Financial Implications**

A quotation of \$176,595 plus HST for the factory rebuild including shipping, a new snow blower and v-plow attachments (less trade-in allowances for attachments) has been submitted by Work Equipment Ltd. This will result in a total expenditure of \$179,703 including the non-rebatable portion of HST.

During the 2024 Budget deliberations, Council approved the allocation of \$3,404,000 for Publics Works Equipment, which included procurement of the rebuild for this particular piece of equipment.

The quoted amount can be accommodated within this allocation.

### **Strategic Plan / Policy Impact / Climate Impact**

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

The Department recognizes that the Tier4 regulation is not being met by pursuing the rebuild option; however, based on our experience in 2017, 2018 and 2019 with Tier4 purchases idling time is in fact extraordinary and lead to extreme reduction in productivity. After consulting with industry experts, staff understands the intent of the Tier4 platform was/has not met and therefore the rebuild option became more viable until such time as the technology improves and can in fact satisfy production targets. The *Canadian Environmental Protection Act* (CEPA) has endorsed (in the meantime) the movement to rebuild existing Tier3 units. One of the 3R's (reuse) of the reduce, reuse, recycle options is recommended and endorsed by the CEPA. Public Works will conduct its research into the purchase/rebuild option annually

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated February 20, 2024 concerning the Factory Rebuild of a City-Owned Trackless Municipal Tractor plus

Factory Rebuild of Trackless Municipal Tractor – Public Works

February 20, 2024

Page 3.

attachments as required by Public Works be received and that the factory rebuild be completed by Work Equipment Ltd. On a sole source basis in the quoted amount of \$176,595 plus HST.

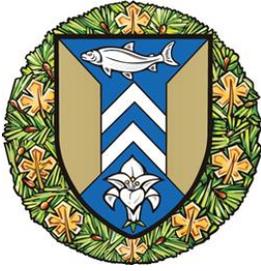
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759-5298

[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Traffic Signal Controller Equipment – Street Improvements

---

**Purpose**

The purpose of this report is to obtain Council approval for the supply and delivery of Traffic Signal Controller Equipment for Street Improvements as required by Public Works and Engineering Services.

**Background**

As part of the Capital Transportation Program, replacement and upgrading of aged traffic signal controller equipment is required for 2024 street improvements, to be installed at six (6) intersections throughout the City.

**Analysis**

Econolite Canada of Markham, ON provides traffic control equipment used by the City on its streets and intersections. This supplier has been in place for many years. City staff is familiar and confident with its reliability, operation, and maintenance.

Included in this procurement are traffic control cabinets, uninterrupted power supply, and all other required internal associated equipment required for this upgrade project.

The sole source request of equipment supply and delivery is in accordance with Purchasing By-law 22.3 a) and c) ensuring compatibility with existing products; where there is absence of competition for technical reasons only supplied by particular supplier; and where equipment is maintained by the manufacturer or its representative.

**Financial Implications**

A quotation of \$191,247 plus HST for the complete equipment configurations required including shipping has been submitted by Econolite Canada. This will result in a total expenditure of \$191,613 including the non-rebatable portion of HST.

Traffic Signal Controller Equipment – Street Improvements

February 20, 2024

Page 2.

During the 2024 Budget deliberations, under the Capital Transportation Program, Council approved the allocation of \$200,000 for Traffic Signal Controller Replacements.

The quoted amount can be accommodated within this allocation.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated February 20, 2024 concerning the purchase of traffic signal controller equipment as required by Public Works and Engineering Services be received and that the quotation of Econolite Canada in the amount of \$191,247 plus HST be approved on a sole source basis.

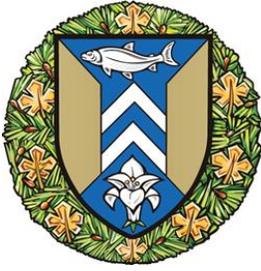
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759-5298

[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Transit Advertising Sales

---

### **Purpose**

The purpose of this report is to obtain Council approval for the sale of Advertising on the City's Transit Buses and Parabuses for a period of five (5) years commencing March 1, 2024 and ending February 28, 2029 with option to extend an additional two (2) years by mutual agreement, as required by the Transit Division.

### **Background**

The current service agreement expires February 29, 2024. In November 2023 a Request for Proposal was publicly advertised and proposal document forwarded to all firms on the bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on December 15, 2023.

### **Analysis**

The single proposal received prior to closing date was submitted by Northern Transit & Arena Advertising Agency, 2601202 Ontario Ltd (NTAAA), Sudbury ON

The proposal received has been evaluated by a committee comprised of staff from Community Development and Enterprise Services Transit and Community Services Divisions.

As a result of the evaluation the proposal submitted was accepted as the winning Proponent as the only proposal received. NTAAA is the incumbent provider and staff is satisfied with the service and product that has been maintained.

### **Financial Implications**

Revenue generated under this proposal will have a guarantee of \$320,000 in total for the five-year term. In addition, an annual payment of 5% of the company's total annual gross billings of all transit advertising will be paid.

The prior agreement provided for payment of \$226,500 over a six-year term and also included an annual payment of 5% of the company's total annual gross billings of all transit advertising.

Transit Advertising Sales

February 20, 2024

Page 2.

**Strategic Plan / Policy Impact / Climate Impact**

This report is linked to the Strategic Direction 2: Delivering Excellent Customer Services. The citizens of Sault Ste. Marie are the focus of the City's work and existence. Providing outstanding service to citizens benefits the resilience of the community and collective future as a society. Dynamic citizen engagement is critical to our success.

**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2024-16 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

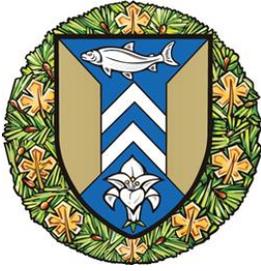
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Brent Lamming, Director of Community Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Accessible Baseball Fields in Sault Ste. Marie

---

**Purpose**

The purpose of this report is to provide Council an update on accessible baseball fields in Sault Ste. Marie.

**Background**

The following resolution was passed at the September 18, 2023 Council meeting:

Whereas Sault Ste. Marie teams took 3 major provincial baseball titles on the weekend of September 1-3, including the 9U BlackSox, the 11U BlackSox and the 13U BlackSox; and

Whereas Sault Ste. Marie played host to the 9U and 13U provincial championships, and saw teams from across Ontario converge at Sinclair Yards for the tournament; and

Whereas on the heels of the tournament's success, and the success of the Sault Ste. Marie teams, organizers believe the future of baseball is bright in Sault Ste. Marie; and

Whereas feedback from the tournament has been largely positive, with constructive feedback centred on the need for accessible fields, washrooms, parking spaces and associated amenities on site; and

Whereas Challenger Baseball is a barrier-free form of baseball that has 33,000 participants, and growing, across Ontario; and

Whereas for the City of Sault Ste. Marie to host Challenger Baseball tournaments, or simply to enhance the experience of existing tournaments that are already being hosted in Sault Ste. Marie, more accessible amenities should be incorporated into Sinclair Yards;

Now Therefore Be It Resolved that the City of Sault Ste. Marie, in partnership or coordination with Soo Minor Baseball Association and the Ontario Baseball Association, be directed to report back to the Council of the City of Sault Ste. Marie with potential accessibility improvements to the Sinclair Yards and funding options or grants available to make the necessary improvements.

Soo Minor Baseball Association (SMBA) is a not-for-profit organization that has been a strong community partner offering youth baseball opportunities for many years.

*The purpose of the Association shall be to foster, promote, and teach amateur baseball within the recreational boundaries of Sault Ste. Marie, Ontario and to provide maximum opportunity to all eligible individuals.*

*We strive to develop, organize and control team competition throughout the area of operation to the maximum of playing accommodations and financial resources, all to be administered by elected volunteers. We provide a wholesome baseball experience for the players, coaches, officials and parents.*

SMBA is operated by a dedicated group of volunteers and relies heavily on community partners to maintain the fields and facilities. SMBA has a licence of occupation with the City and has the sole responsibility of maintaining the fields and running the league.

It was identified recently that a number of the amenities did not meet current accessibility standards and SMBA connected with local City officials resulting in the resolution.

### **Analysis**

A working group was formed to review the resolution which consisted of staff from Community Services, Planning, Accessibility, Parks, and representatives from the Sault Minor Baseball Association (SMBA).

The group has met regularly to review the resolution, set priorities and provide for a plan of action. The collaborative discussions have resulted in the following priority items:

1. Paving of barrier free parking spaces to provide access to the fields;
2. Building upgrades - enhance the current washroom facilities to make them barrier free;
3. Creating a challenger baseball field

A detailed budget has been created and noted here for review.



Sinclair Yards  
 Accessibility Upgrades  
 05-Jan-24

	<u>Projects Description</u>	<u>Unit Costs</u>	<u>Sub-Totals</u>
Lot	Parking Lot Asphalt (30' x 150')	\$ 10,000.00	
	Surface Markings	\$ 600.00	
	5' Asphalt Paths to A-C	\$ 14,500.00	
			\$ 25,100.00
Building	Plumbing	\$ 21,400.00	
	Floor Repairs	\$ 1,200.00	
	Electrical	\$ 7,100.00	
	Hardware devices	\$ 7,043.00	
	Toilet Partitions	\$ 3,017.00	
	Toilet Accessories	\$ 350.00	
	Remove Plywood Wall	\$ 250.00	
	New Plywood Walls	\$ 2,100.00	
	New doors (supply install)	\$ 7,000.00	
	Adult Change Table Allowance	\$ 5,000.00	
	Signage on Doors	\$ 175.00	
	Repair Masonry Walls	\$ 1,200.00	
	Remove Brick Sidewalk & Curb	\$ 600.00	
	Concrete pad outside W/R	\$ 3,000.00	
	Painting	\$ 2,200.00	
Carpentry to top of walls	\$ 250.00		
Rearrange Shelving Displays	\$ 250.00		
	Sub-Total <b>**Including HST**</b>		\$ 62,135.00
Fees	Design Fees (7%)	\$ 4,349.45	
	Contingency (10%)	\$ 6,213.50	
	Building Permits	\$ 250.00	
			\$ 10,812.95

**Total Project Cost \$ 98,047.95**

SMBA has been very successful in attracting Provincial baseball events to the community. SMBA would like to enhance the site to ensure that the facility remains an attractive location to continue to attract or even expand events for the community. Given the beneficial economic impact in attracting in excess of twenty (20) out of town teams for those events, it is recommend the SMBA take the next steps to secure funding in a staged approach.

1. Apply to the Tourism Development Fund (TDF). This would allow for initial up-front funding for the SMBA to apply/leverage for the following funding stream:
  - NOHFC;
  - FEDNOR;
  - Enabling Accessibility Grant;
  - Inclusive Community Grant; and
  - Ontario Trillium Foundation.

2. If TDF funding is successful it would allow SMBA to apply to the identified funding streams above with the aim of moving forward with the first two phases for accessibility access and building upgrades.
3. A separate application will also be made for the third phase of the project for a Challenger Baseball field through the Jays Care Foundation. <https://www.mlb.com/bluejays/community/jays-care/challenger-baseball>  
Challenger Baseball ensures every athlete has the opportunity to play in a fun and safe environment where they learn to become more independent, build confidence, improve their communication skills, and set and achieve their own personal goals.

Staff support the staged approach and will continue to meet and work with SMBA with the aim of achieving the plan.

### **Financial Implications**

There will be no impact to the Operating budget at this time.

### **Strategic Plan / Policy Impact / Climate Impact**

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens. Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner. It creates social and economic activity in the Community with respect to the ability of SMBA to host local and provincial events.
- Furthermore, it exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

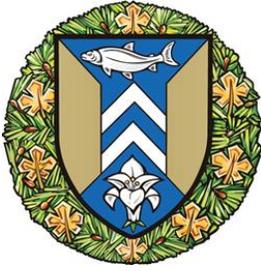
### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated February 20, 2024 concerning the Accessible Baseball Fields in Sault Ste. Marie be received as information.

Respectfully submitted,

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



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

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Brent Lamming, Director Community Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: New Year's Eve Ball Drop

---

**Purpose**

The purpose of this report is to seek approval for the New Year's Eve Ball Drop.

**Background**

The following resolution was passed at the January 8, 2024 Council meeting:

Whereas implementing a New Year's Eve ball drop would align with Sault Ste Marie's strategic pillar of quality of life, engaging the key focus of creating vibrant downtown areas by providing citizens with new and exciting activities, opportunities to further enjoy our downtown and give locals an event to look forward to in the winter season; and

Whereas a New Year's Eve ball drop would align with Sault Ste Marie's strategic pillar of community development, creating social and economic activity in the downtown and throughout the City. This could be achieved by providing opportunity for businesses to thrive by driving more tourist visits to engage in Sault Ste Marie's holiday festivities and potentially creating a hallmark event for Sault Ste. Marie; and

Whereas this event would be inclusive to all residents of Sault Ste Marie; and

Whereas many neighbouring cities have implemented New Year's Eve ball drops and have seen economic benefits to tourism as well as to the local economy in doing so;

Now Therefore Be It Resolved that staff be requested to report back to Council on creating a free Sault Ste Marie New Year's Eve ball drop, including costs and plans and the option of a family-friendly ball drop earlier in the evening, as well as a midnight ball drop;

Further Be It Resolved that the Downtown Plaza be considered as the primary location of the event, as it provides ample space, skating rink, food and drink vendors, and was built with the intention of holding such community events;

Further Be It Resolved that the potential for street closure and Alcohol and Gaming Commission of Ontario licensing of the street be included in the report.

City staff from the Community Services and Public Works teams met to review the resolution and discussed the steps necessary to construct the ball and hold the event in accordance with the resolution. Two ideas were identified as potential options for the community (Appendix A). Both ideas involve using a boom truck or crane to lower the item from approximately 80 feet above the plaza.

Options to drop:

1. Ball lit with LED lighting.
2. Large puck with LED lighting. This option would pull on the rich history of hockey in our community.

Both options would see either a ball or puck approximately 6 to 8 feet in diameter and 24 inches thick made from steel and constructed by the City's Public Works Department. The lit puck/ball would be suspended approximately 80 feet in the air above the plaza stage. It would then be dropped two times during the evening. Once at 8:00 p.m. for families with young children and again at midnight for those individuals up later enjoying celebration activities.

The lower room of the Plaza is already licensed, which would allow for consumption of alcohol. A separate licence of occupation for street closure would be required for an area on Queen Street within the blocks of Brock and Spring St. as well as an application to the AGCO for consumption of Alcohol in a defined area on Queen Street Viewing of the ball/puck drop would take place from within the Plaza or from Queen Street facing the Plaza. Those who are skating could also view the drop; however, the general public attending would not be permitted on the ice surface without skates for safety concerns.

### **Analysis**

The estimated cost of the event is \$16,000 and a detailed budget is here for review.

<b>Item</b>	<b>Cost</b>
Cost to Construct	\$6,200
Staffing	\$2,000
Music and Sound	\$3,000
Boom Truck/Crane	\$1,800

Security	\$1,200
Activities and Supplies	\$1,800
	\$16,000

The Food and Beverage Cost of approximately \$5,000 should be fully recoverable.

**Next Steps**

In alignment with the resolution the following steps are recommended:

1. Issue a poll to the public to create excitement to vote on the two options with a rendering depicting what each will look like;
2. Apply to NOHFC – Community Events Stream to support the event;
3. Secure staffing and book required support services to host;
4. Outdoor vendors will also be encouraged to be opened to serve refreshments and food during the event;
5. Apply for a street closure on Queen Street between Brock Street and Spring Street;
6. Obtain a licence to serve alcohol outside of the existing approved area; and
7. Promote the event to ensure it is well advertised.

Staff are recommending proceeding with the steps as proposed.

**Financial Implications**

Should NOHFC Community Events Stream grant not be approved or partially funded there would be an estimated negative impact anywhere from \$1,000 to \$16,000. To address this impact a community sponsor would be sought to cover any shortfall and or would be accommodated within the Community Development and Enterprise Services operational budget.

**Strategic Plan / Policy Impact / Climate Impact**

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

Within the Service Delivery focus area, it supports a key focus area of creating vibrant downtown areas by providing citizens with new and exciting activities, opportunities to further enjoy our downtown and give locals an event to look forward to in the winter season.

It creates social and economic activity in the downtown and throughout the City.

Furthermore, it exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

**Recommendation**

It is therefore recommended that Council take the following action:

New Year's Eve Ball Drop

February 20, 2024

Page 4.

Resolved that the report of the Director of Community Services dated February 20, 2024 concerning the New Year's Eve Ball Drop be received and that the following actions be approved:

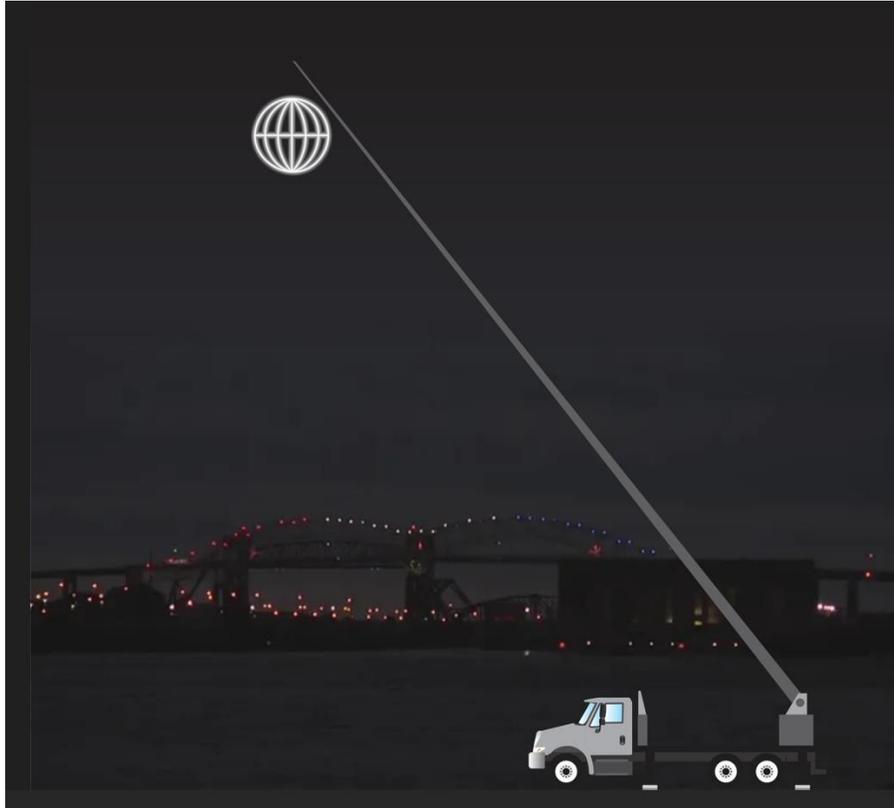
1. Issue a poll to the public to create excitement to vote on the two (2) options presented depicting what each will look like.
2. Apply to NOHFC – Community Events Stream to support the event;
3. Secure staffing and book required support services to host;
4. Outdoor vendors will be encouraged to be opened to serve refreshments and food during the event;
5. Apply for a street closure on Queen Street between Brock Street and Spring Street;
6. Obtain a licence to serve alcohol outside of the existing approved area;
7. Promote the event to ensure it is well advertised; and
8. Should NOHFC funding not be successful staff be authorized to source a community sponsor for the shortfall.

Respectfully submitted,

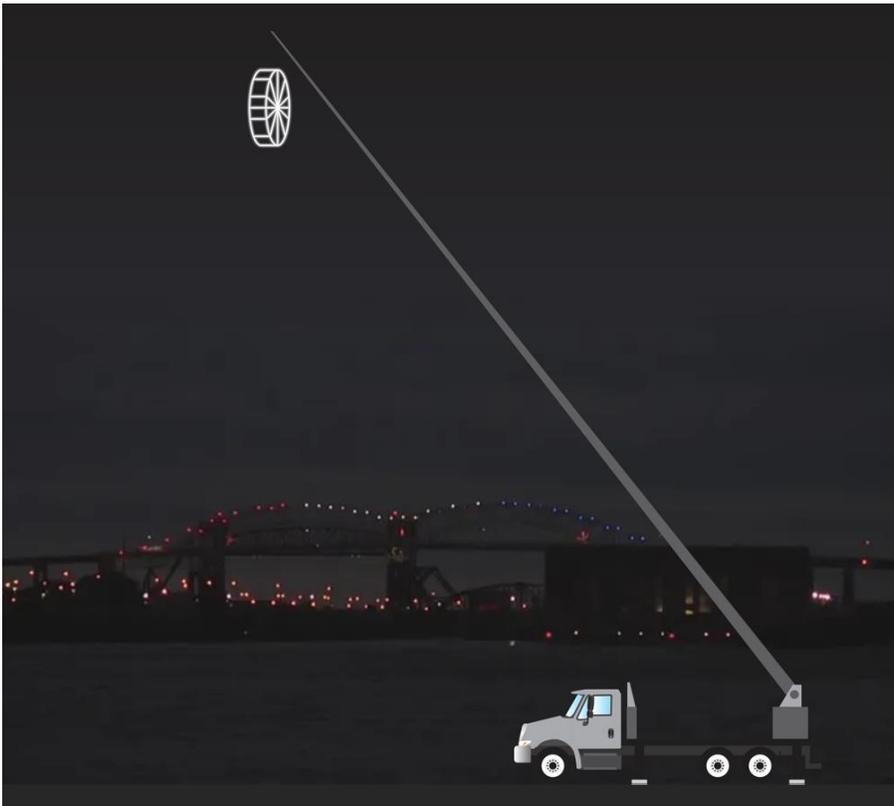
Brent Lamming, PFP, CPA, CMA  
Director, Community Services  
Community Development & Enterprise Services  
(705)759-5314  
[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)

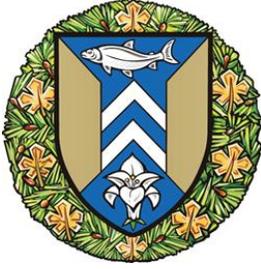
# APPENDIX A

## Option 1



## Option 2





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

February 20, 2024

**TO:** Mayor Matthew Shoemaker and Members of City Council  
**AUTHOR:** Nicole Maione, Manager of Transit & Parking  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Municipal By-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.

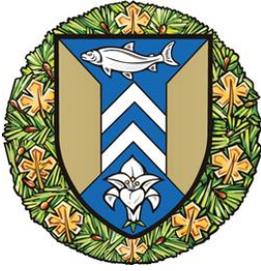
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2024-19 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Nicole Maione  
Manager of Transit and Parking  
705.759.5434  
[n.maione@cityssm.on.ca](mailto:n.maione@cityssm.on.ca)



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

February 20, 2024

**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 90-305, which appoints municipal law enforcement officers.

**BACKGROUND**

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

**ANALYSIS**

Not applicable.

**FINANCIAL IMPLICATIONS**

There is no budgetary impact.

**STRATEGIC PLAN / POLICY IMPACT**

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

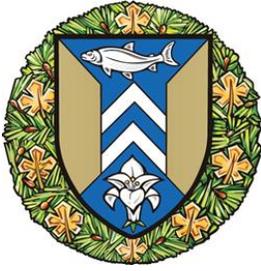
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

The relevant By-law 2024-20 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Nicole Maione  
Manager of Transit and Parking  
705.759.5434  
[n.maione@cityssm.on.ca](mailto:n.maione@cityssm.on.ca)



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

**COUNCIL REPORT**

February 20, 2024

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, January 2024

---

**Purpose**

The purpose of this report is to provide recommendations to Council 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 Sault Ste. Marie'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 reviews the application for eligibility and assessment criteria and brings a recommendation forward to the Tourism Sault Ste. Marie Board of Directors. The Tourism Sault Ste. Marie Board of Directors further evaluates the applications and makes a recommendation to City Council for the distribution of the grant funds.

**Analysis**

Tourism Development Fund applications are permitted on an ongoing basis and are reviewed monthly at the Tourism Sault Ste. Marie Board of Director's meetings. At the Tourism Sault Ste. Marie Board of Director's meeting held January 23, 2024, three applications were reviewed with the following recommendations:

1. Canadian Bushplane Heritage Centre Childrens Flight Centre (\$50,000);
2. U18AAA Hockey Championships (\$12,000); and
3. Ontario Professional Foresters Conference (\$2,000).

Additionally, on April 21, 2022, the Tourism Sault Ste. Marie Board of Directors approved a recommendation of \$5,000 for the 2022 Festival of Beer under the Conferences and Special Events stream. The event was successfully held May 14, 2022. Unfortunately, this application was excluded from previous reports to Council and was identified as missed in the year end financial reporting for 2023 and appears on this report to Council.

### **Canadian Bushplane Heritage Centre - Children's Flight Centre**

The Canadian Bushplane Heritage Centre (CBHC), located in the downtown core, is dedicated to preserving the history of bush flying and forest protection in Canada. The centre was founded in 1987 by a group of local volunteers to preserve the province's history in bush planes and aerial firefighting. The CBHC is one of our communities most popular indoor tourist attractions.

Included inside the CBHC is the Childrens Centre - a dedicated space designed to engage youth in the science of flight. The Children's Flight Centre was constructed 2010 and faces many challenges. Confusing exhibit pathways, outdated Xbox consoles, and disrepair in interactive exhibits makes the Childrens Centre in need of modernization and repair.

The goal of this project is to enhance visitor experience, complement tourism in Sault Ste. Marie, and boost membership sales. The CBHC plans to maximize available space, create a flexible classroom, renew existing exhibits, and improve overall interactivity. The project plans to enhance accessibility features and provide a welcoming, multi-use environment for educational programs, inspiring the next generation of aviation enthusiasts.

#### Proposed Timeline (pending funding approvals)

Design Concept – March 2024

Design Development – March-July 2024

Final Design – August 2024

Fabrication – December 2024

Installation – February 2025

#### Project Costs

Design Concept \$48,000

Estimated overall cost \$1 million+

In recognition of the positive impact of a revitalized Children's Flight Centre would have on the tourism economy, the Board of Tourism Sault Ste. Marie passed the following resolution to support the Design Concept phase of this project:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$50,000 through the Tourism Development Fund – Product Development Stream to support Children’s Flight Centre Upgrade Project at the Canadian Bushplane Heritage Centre, and that a report be submitted to City Council for consideration and approval.”

### **U18 AAA Hockey Championships**

The U18 AAA Central Regional Championship is the pinnacle event for U18AAA minor hockey players in Ontario. This tournament serves to crown the best team from across the province at the U18 AAA level. Teams from four of the OHF Member Partners, the NOHA, GTHL, OMHA, ALLIANCE Hockey, and Hockey Canada Branch HEO all compete for the title of champion and the chance to compete at the national level. The U18 AAA Central Regional Championship is the precursor to the prestigious Men’s U18 National Club Championship -TELUS Cup Nationals held each spring. Tournament games will be held at the Northern Community Centre.

#### Participants/ Visitation Projections

Visitor numbers are projected based on number of teams, officials and spectators. Spectators are calculated on the admissions for the U15AAA Championships held last year plus an increase due to the high profile of this event.

Local: 5115

Regional: 15

Ontario: 610

Canada: 0

USA: 50

#### Economic Impact (out of town visitation only)

630 out of town visitors x 6 days x \$150 = \$567,000

\*Note the difference of out-of-town visitation based on the knowledge that one US team and professional scouts will not stay overnight.

In recognition of the positive impact, the 2024 U18AAA 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 \$12,000 through the Tourism Development Fund - Conferences and Special Events Stream to support the U18AAA Championships to be held April 8-14, 2024, and that a report be submitted to City Council for consideration and approval.”

### **Ontario Professional Foresters Conference**

The Ontario Professional Foresters Association (OPFA) Annual Conference and AGM is an event held in a different location each spring by the OPFA that brings together foresters from across Ontario to network, learn and collaborate on issues affecting the forestry profession. The conference was last held in Sault Ste. Marie

in 2012 and is recognized at the provincial and national levels. Focusing on innovative forestry practices, the event showcases cutting-edge approaches, highlighting Sault Ste. Marie as a leader in sustainable and forward-thinking forestry.

#### Participants/ Visitation Projections

Visitor projections are based on previous conference attendance.

Locals: 55

Regional visitors: 15

Ontario visitors: 100

Canada: 5

USA: 0

Economic Impact (out of town visitation only)

105 out of town visitors x 3.5 days= 367.5 Visitor Days x \$150= \$55,125

In recognition of the positive impact, the 2024 Ontario Professional Foresters Conference 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 \$2,000 through the Tourism Development Fund - Conferences and Special Events Stream to support the 2024 Ontario Professional Foresters Conference to be held April 16-18, 2024, and that a report be submitted to City Council for consideration and approval.”

#### **2022 Festival of Beer**

The 2022 Festival of Beer was successfully held May 14, 2022. The Tourism Sault Ste. Marie Board of Directors approved a recommendation of \$5000 to support the festival however the recommendation was missed and not brought forward to Council. This error was caught in the 2023 financial review and is summarized below.

The SSM Festival of Beer is celebrated its 10th year in 2022 after being cancelled for two years during the Covid 19 pandemic. The festival was a one-day event hosted at the Canadian Bushplane Heritage Centre on May 14, 2022. The Festival of Beer attracts 12-15 Ontario Craft Breweries as well as local vendors to participate in a festival style event with beer tastings and music. The festival was the first of its kind in Northern Ontario and the impact of the festival goes beyond the generated revenue from visitor day spend. There were multiple suppliers, vendors and entertainers involved in supporting the event.

Total Number of Participants: 1200

Total out of town Visitation: 35-50

As such, the Tourism Sault Ste. Marie Board of Directors favourably supported the request from the SSM Festival of Beer to assist with marketing expenses to promote the event and the following resolution was passed:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution up to \$5000 through the Tourism Development Fund- Conferences and Special Events stream to support the SSM Festival of Beer 2022 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 \$123,150 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 & Investment with the commitment to maintain financial viability.
- Community Development- Develop partnerships with key stakeholders and reconciliation.

### **Recommendation**

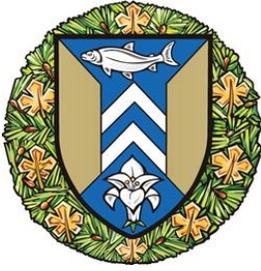
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated February 20, 2024 concerning Tourism Development Fund Applications – January 2024 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$69,000, as detailed below be approved:

1. Canadian Bushplane Heritage Centre Childrens Flight Centre (\$50,000);
2. U18AAA Hockey Championships (\$12,000);
3. Ontario Professional Foresters Conference (\$2,000); and
4. Festival of Beer (\$5,000)

Respectfully submitted,

Travis Anderson  
Director, Tourism &  
Community Development  
705.989.7915  
[t.anderson@cityssm.on.ca](mailto:t.anderson@cityssm.on.ca)



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

# COUNCIL REPORT

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
 AUTHOR: Maggie McAuley, Municipal Services & Design Engineer  
 DEPARTMENT: Public Works and Engineering Services  
 RE: Traffic By-law Updates 2024

**Purpose**

The purpose of this report is to seek Council approval of amendments to the Traffic By-law 77-200.

**Background**

Upon review of the Traffic By-law, amendments are required in order to accommodate changes due to construction and property uses, and to address oversight from past updates.

**Analysis**

Schedule A Section 6 – Parking Prohibited

Remove:

Street	Side	From	To	Prohibited Times or Day
Pine Street	West	80 m north of MacDonald Ave.	9 m south of Cunningham Road	Any time from Sep. 1st to May 31st
Pine Street	East	MacDonald Avenue	80 m north of MacDonald Ave	Any time
Pine Street	Both	Queen Street	Northern Avenue	Any time

Add:

<b>Street</b>	<b>Side</b>	<b>From</b>	<b>To</b>	<b>Prohibited Times or Day</b>
Pine Street	Both	Queen Street	Second Line East	Any time

Schedule F Stop Signs and Intersections

Add:

<b>Intersection</b>	<b>Direction of Traffic</b>	<b>Stopped Street</b>
Passchendaele Lane and Panoramic Drive	All	All
Passchendaele Lane and Princeton Drive	Southerly	Passchendaele Lane
Bloor Street West and Lyons Avenue	Easterly	Bloor Street West

Schedule H (Section 23) Yield Signs and Intersections

Remove:

<b>Intersection</b>	<b>Direction of Traffic</b>	<b>Yield Street</b>
Bloor Street and Lyons Avenue	Easterly	Bloor Street

Schedule X Section 25a – Designated Turn Lanes

Add:

<b>Street</b>	<b>Between</b>	<b>Lane</b>	<b>Direction</b>	<b>Time or Day</b>
Wallace Terrace	Rowell Avenue and Goulais Avenue	Centre turn lane	East and West bound	Any time

**Financial Implications**

There are no financial implications associated with this report.

**Strategic Plan / Policy Impact / Climate Impact**

The recommendations of this request are linked to the Infrastructure focus area of the Corporate Strategic Plan.

**Recommendation**

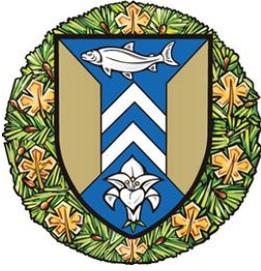
It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated February 20, 2024 concerning the Traffic By-law Update 2024 be received and the recommended amendments be approved.

Staff will revise the appropriate schedule in the Traffic By-Law, which will be brought to Council for approval at a later date.

Respectfully submitted,

Maggie McAuley, P. Eng.  
Municipal Services & Design Engineer  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)



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

# COUNCIL REPORT

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
 AUTHOR: Nicole Ottolino, Director of Human Resources  
 DEPARTMENT: Legal Department  
 RE: Interim Part-Time and Student Wage Grid

**Purpose**

The purpose of this report is to request approval from Council for an adjustment to the part-time and student wage grid to address compression issues brought about by the Provincial increase to minimum wage.

**Background**

Ontario’s minimum wage increased to \$16.55 on October 1, 2023.

Consequently, the entry-level pay rate on the part-time and student wage grid in place as of February 1, 2023 had to increase to meet the government’s new required minimum. The result was a compressed wage grid effectively flattening job classes 1 to 3, and narrowing the gap between the remaining job classes.

**Analysis**

Notwithstanding Council’s recent resolution to have staff conduct a compensation survey for all non-union staff (full-time, part-time and students), there is an urgent need to address the compression on the part-time and student wage grid ahead of the hiring for 2024 summer student and part time positions.

The City is proposing the following interim changes to the part-time non-union grid, which would maintain the entry-level position at minimum wage, but restore the same increment between job classes as the previous wage grid:

Interim Part-Time Non Union Wage Schedule				
JOB CLASS	JOB TITLE	2023	ESA Increase	Compression Correction
<b>Student Wage*:</b>				
1 * 1	under 18 years of age	\$14.60	\$15.60	\$15.60
<b>Minimum Wage*:</b>				
1 * 2	Canteen Attendant - CC	\$15.50	\$16.55	\$16.55
	Canteen Attendant - Pools			

Interim Part-Time and Student Wage Grid

February 20, 2024

Page 2.

	Facility Attendant			
	<i>Bartender (estimated)</i>			
	<i>Line Cook (estimated)</i>			
2	Cashier - CC	\$16.13	\$16.55	\$17.18
	Cashier - Pools			
	Senior Canteen - CC			
	Senior Canteen - Parks			
	Senior Canteen - Transit			
	School Guard			
	Ticket Taker - Usher			
	Line Handler - Rec'l Lock			
	Marina Attendant			
	Bondar/Plaza Attendant			
	Maintenance Worker - Sr Servs			
	<i>Server (estimated)</i>			
3	Vacant Job Class	\$16.50	\$16.55	\$17.55
4*1	Event Facilitator & Coordinator	\$17.20	\$17.20	\$18.25
	Head Security			
	Head Canteen - CC			
	Head Cashier			
	Aquatic Assistant			
	Office Assistant - Sr Services			
	Part Time Interpreter			
	Special Project Assistant			
	<i>Head Bartender (estimated)</i>			
	<i>Head Suites (estimated)</i>			
<i>Head Kitchen (estimated)</i>				
<b>4*2</b>	<b>Lifeguard/Instructor</b>	<b>\$19.27</b>	<b>\$19.27</b>	<b>\$19.27</b>
5	Vacant Job Class	\$17.94	\$17.94	\$18.99
6*1	Maintenance/Caretaker - R & C	\$18.83	\$18.83	\$19.88
	Housekeeper/Groundskeeper			
	Food & Beverage Assistant			
<b>6*2</b>	<b>Head Lifeguard</b>	<b>\$20.89</b>	<b>\$20.89</b>	<b>\$20.89</b>
7	Assistant Curator	\$20.19	\$20.19	\$21.24

Interim Part-Time and Student Wage Grid

February 20, 2024

Page 3.

	School Guard Supervisor			
8	Rec Programmer - Sr Serv	\$21.58	\$21.58	\$22.63
	Summer Rec Assistant			

\*Student Wage & Minimum Wage are as per the Government of Ontario and are subject to change.

Please note: Lifeguard and head lifeguard rates were adjusted in June of 2023 due to market comparison and demand.

The City is also proposing the following interim changes to the summer student non-union grid, which would maintain the first year student at minimum wage, but restore the same \$0.50 increment between year two and year three as the previous wage grid:

	2023	ESA Increase	Compression Correction
1 <sup>st</sup> Year Student > 18 years	\$15.50	\$16.55	\$16.55
2 <sup>nd</sup> Year Student	\$16.00	\$16.55	\$17.05
3 <sup>rd</sup> Year Student	\$16.50	\$16.55	\$17.55

Addressing the compression issue with the part-time and student wage grids will alleviate some complaints from current part-time employees, assist with the approaching summer student recruitment process and the retention of both groups.

The part-time non-union pay rate grid would subsequently be increased by the non-union formula contained in the by-law.

**Financial Implications**

The estimated cost for the changes to the non-union part-time and student wage grid is \$175,000, which was anticipated and allowed for in a contingency in the approved 2024 budget.

**Strategic Plan / Policy Impact / Climate Impact**

This item applies to the Service Delivery focus area of the Corporate Strategic Plan.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Human Resources dated February 20, 2024 concerning Interim Part-Time and Student Wage Grid be received and that the interim wage grid proposed by the Director of Human Resources for implementation effective the next pay period, restoring the incremental increase between job classes as previously maintained be approved.

Interim Part-Time and Student Wage Grid

February 20, 2024

Page 4.

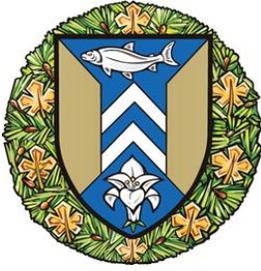
Respectfully submitted,

Nicole Ottolino

Director of Human Resources

705.759.5366

[n.ottolino@cityssm.on.ca](mailto:n.ottolino@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**

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel  
DEPARTMENT: Legal Department  
RE: Provincial Offences Collections – Request for Proposal

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**Purpose**

The purpose of this report is to seek Council’s approval to issue a formal Request for Proposal (“RFP”) for Provincial Offences Collection Services.

**Background**

The City’s Provincial Offences Division handles the prosecutorial, administrative and Court functions for Provincial Offences for the Algoma Catchment Area. The City has retained a Professional Collection Service to assist with the collection of outstanding Provincial Offences Defaulted Fines.

The City last issued an RFP for Professional Collection Services in 2015. At that time, the Evaluation Committee reviewed the proposals submitted and the contract was awarded to EOS Canada Inc. The City and EOS Canada Inc. entered into a formal agreement for a Term commencing June 15, 2015 and ending June 14, 2017. The Term thereafter automatically extended on a year to year basis on the same terms and conditions to the present. During the extended Term, EOS Canada Inc. changed its name to Transworld Systems Canada Inc. (“TSI”).

Section 13(3) of the Agreement provides that either party may terminate the Agreement without cause or reason by providing the other party with thirty (30) days’ written notice.

**Analysis**

EOS Canada Inc. now TSI has provided excellent service to date. Given that it has been nine (9) years since the last RFP was issued, Staff are recommending that notice to terminate the Agreement effective June 15, 2024 be provided and an RFP issued to seek proposals for Professional POA Collection Services.

**Financial Implications**

No financial impact. The RFP will provide an opportunity for submissions to be made and evaluated.

**Strategic Plan / Policy Impact / Climate Impact**

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

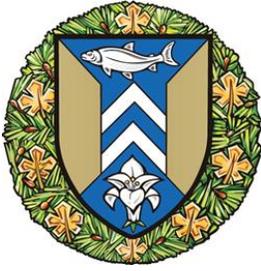
**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated February 20, 2024 concerning Provincial Offences Collections – Request for Proposal be received and that the Legal Department be directed to provide Transworld Systems Canada Inc. with notice of termination of the current Agreement effective June 15, 2024 and thereafter issue a Request for Proposal for Professional Provincial Offences Collection Services.

Respectfully submitted,

Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior  
Litigation Counsel  
705.759-5403  
[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)



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

**COUNCIL REPORT**

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Nicholas Cicchini, Junior Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: A-13-23-Z.OP 1050 Great Northern Road

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**PURPOSE**

The applicants, Robert, Dennis, and Nello Iannelli (c/o Dave Urso), wish to re-designate and rezone 1050 Great Northern Road to permit accessory storage to the automotive repair and maintenance services located at the westerly abutting property (1044 Great Northern Road).

**PROPOSED CHANGE**

The applicants are seeking Council's approval to:

1. Re-designate the subject property from Rural Area to Commercial on Land Use Schedule C of the Official Plan.
2. Repeal Special Exception 208 as it applies to the subject property only.
3. Rezone the rear 283.42 metres of the subject property from Rural Area (RA.S208) with a special exception to Highway Zone (HZ.S) with a Special Exception to waive the buffer requirements along the north lot line.

**Subject Property:**

- Location: The subject property is located along the east side of Great Northern Road, approximately 650m north of the intersection of Great Northern Road and Third Line East.
- Approximate Size: Flag-shaped lot with 10.1m of frontage along Great Northern Road with a depth of 390m, totaling an area of 22,648 m<sup>2</sup> (2.65 hectares).
- Present Use: Vacant Land
- Owners: Robert, Dennis, and Nello Iannelli

**BACKGROUND**

The subject property and abutting lots to the north and west have undergone a number of Planning Act applications since 2005. In 2005, a severance was approved to permit the creation of two new flag shaped lots (1050 and 1066 Great Northern Road), resulting in the current configuration of the lots. In 2014, Council approved an application to permit the auto body repair shop on 1044 Great

Northern Road. In 2015, Council approved an application to permit a landscape contractor's yard on the western portion of 1066 Great Northern Road.

## **ANALYSIS**

### **Conformity with the Official Plan (OP)**

The subject property is a flag-shaped lot. The "flagpole" part of the lot fronts Great Northern Road and serves as a 10m wide driveway access. This section is already designated as Commercial in the Official Plan. The remaining "flag" portion of the lot is designated Rural Area. Rural Area lands are intended to host lower intensity land uses such as rural residential and agricultural uses. The subject property and surrounding area has experienced considerable expansion of commercial and industrial land uses. Therefore, from a land use perspective, it is appropriate to re-designate the subject property from Rural Area to Commercial.

The proposed amendments represent a logical expansion of the commercial and light industrial base of the area. Therefore, amending the Official Plan from Rural Area to Commercial is compatible with the area and conforms to the Official Plan.

The Official Plan references compatibility considerations between non-residential and residential uses. A single-detached dwelling currently exists on the abutting lot to the north. The dwelling exists on the same lot as a landscaping contractor's yard, with airphoto evidence that earth and other materials are being excavated and/or stockpiled throughout much of the property upon which the dwelling is located. Planning staff is therefore of the opinion that the suite of permitted Highway Zone (HZ) uses are actually lower impact than the landscape contractors yard upon the abutting lot to the north. In fact, the proposed storage uses are much lower impact in terms of noise, dust odour, and vibration. A letter of support from the abutting neighbour to the north is also attached to this report.

### **Conformity with Provincial Policy Statement 2020**

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council decisions must be consistent with the policies contained in the PPS. The proposed amendment has been reviewed against these policies and does not conflict.

### **Conformity with Growth Plan for Northern Ontario 2011**

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

## **COMMENTS**

As with the Rural Area land use designation, the existing Rural Area (RA) Zoning of the subject property is also somewhat of an outlier in the sense that it does not align with the scope of uses found throughout the area, including commercial and light industrial uses geared towards servicing the travelling public.

The abutting home located on the lot to the north is also an outlier in the sense that it is the only residential use in the area, and is co-located on the same lot as a landscape contractors yard. This application will not introduce new uses that pose additional impact than what is currently permitted in the area.

As per Section 4.9 of Zoning By-law 2005-150, a 100% visual solid buffer is required along the common lot line (north) between the subject property and the abutting lot to the north, which has the residential use. The intent of the buffer is to shield sensitive land uses from non-residential uses. As previously noted, in this case, the residence exists on the same lot as a landscaping contractor business, which is more intense and has greater offsite impacts than those permitted in the proposed Highway Zone (HZ) of the subject property, therefore, it is appropriate to waive the buffer requirements. As previously noted, this is supported by the neighbour to the north.

It is also recommended that Special Exception 208, which currently applies to the subject property, as well as the abutting rural lot to the north (1066 Great Northern Road) be repealed from the subject property only as it is no longer relevant.

### **CONSULTATION**

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on January 29, 2024. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on January 27, 2024.

### **Public Comments**

At the time of the drafting of this report, no public comments have been brought to the attention of the Planning Staff.

### **Application Circulation**

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

Engineering Division recommends the subject property be deemed an area of site plan control. Among other things, stormwater management, and servicing will be addressed during the site plan control process. It is noted that the property is already subject to site plan control.

Sault Ste. Marie Region Conservation Authority (SSMRCA) notes that the subject property is in an area under the Jurisdiction of SSMRCA and as such any development on the subject property will require a permit by SSMRCA.

Accessibility Committee, Building Division, Canada Post, Community Development and Enterprise Services, Economic Development, Public Works, and legal have no comments or objections regarding this proposal.

**FINANCIAL IMPLICATIONS**

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

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated February 20, 2024 concerning Rezoning Application A-13-23-Z.OP – 1050 Great Northern Road be received and that Council:

1. Approve Official Plan Amendment 250 and re-designate the subject property from Rural Area to Commercial, on Land Use Schedule C of the Official Plan.
2. Rezone the subject property from Rural Area (RA.S208) with a special exception to Rural Area (RA.S), by repealing Special Exception 208 from the subject property and replacing it with a new special exception that waives the buffering requirement along the north lot line, as required by Section 4.9 of Zoning By-law 2005-150.

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

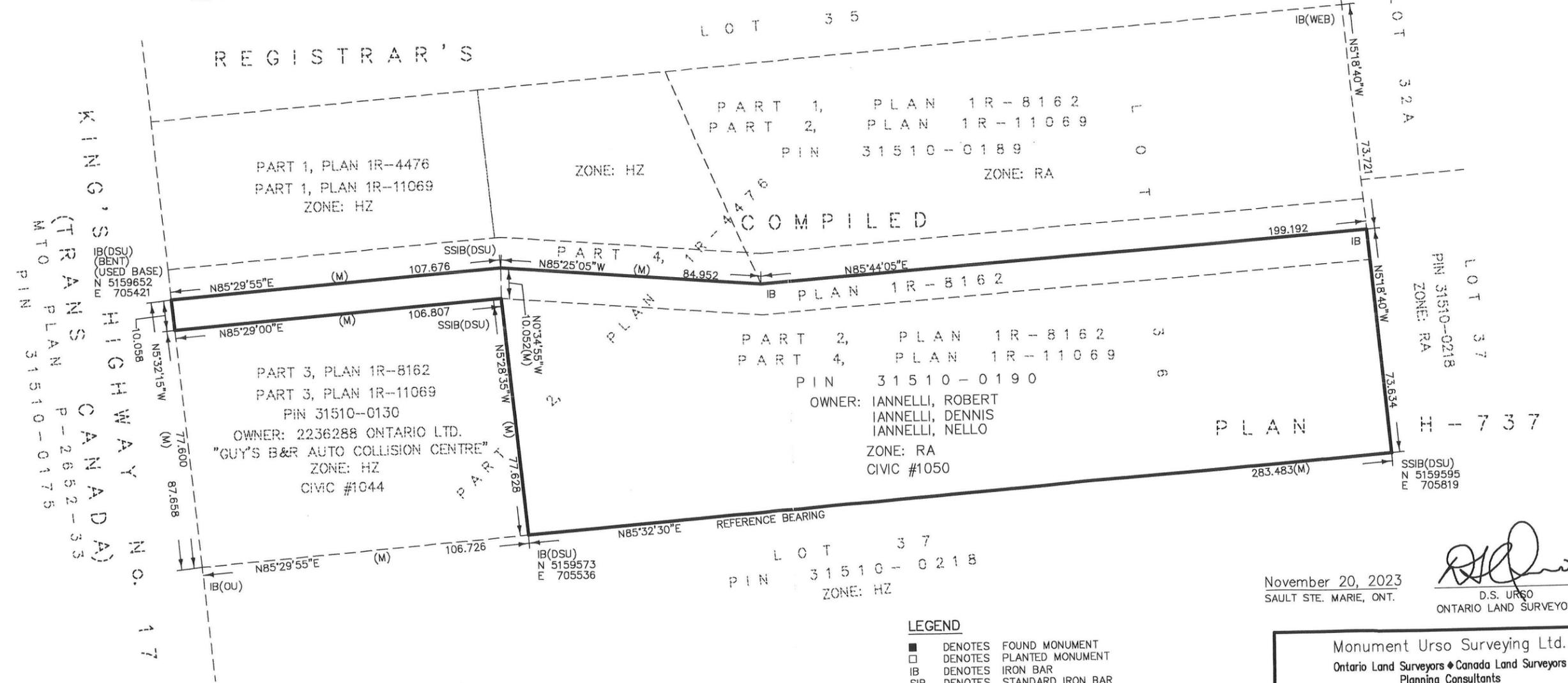
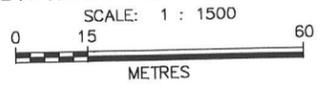
Respectfully submitted,

Nicholas Cicchini  
Junior Planner  
705.759.5375  
[n.cicchini@cityssm.on.ca](mailto:n.cicchini@cityssm.on.ca)

METRIC

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

SKETCH TO ILLUSTRATE  
**PART OF LOT 36**  
**REGISTRAR'S COMPILED PLAN H-737**  
 IN THE  
**TOWNSHIP OF TARENTORUS**  
 NOW IN THE  
**CITY OF SAULT STE. MARIE**  
 DISTRICT OF ALGOMA



**BEARING NOTE**  
 BEARINGS ARE GRID AND ARE REFERRED TO THE SOUTHERLY LIMIT OF PART 4 AS SHOWN ON DEPOSITED PLAN 1R-11069 HAVING A BEARING OF N85°32'30"E FROM ON SITE GPS OBSERVATIONS.

**NOTE**  
 COORDINATES ARE UTM ZONE 16 NAD 83 (CSRS)(2010.0) COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

- LEGEND**
- DENOTES FOUND MONUMENT
  - DENOTES PLANTED MONUMENT
  - IB DENOTES IRON BAR
  - SIB DENOTES STANDARD IRON BAR
  - SSIB DENOTES SHORT STANDARD IRON BAR
  - M DENOTES MEASURED
  - OU DENOTES ORIGIN UNKNOWN
  - DSU DENOTES D.S. URSO SURVEYING LTD.
  - PIN DENOTES PROPERTY IDENTIFICATION NUMBER

November 20, 2023  
 SAULT STE. MARIE, ONT.

*[Signature]*  
 D.S. URSO  
 ONTARIO LAND SURVEYOR

Monument Urso Surveying Ltd.  
 Ontario Land Surveyors ♦ Canada Land Surveyors  
 Planning Consultants

536 'C' FOURTH LINE EAST TEL: (705) 254-7851  
 SAULT STE. MARIE ONT, P6A 6J8 FAX: (705) 254-5571

CLIENT: <b>IANNELLI</b>	DRAWN BY: KF CHECKED BY: DSU FIELD: MI / JN	FILE: <b>U-12163</b>
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**AMENDMENT NO. 250  
TO THE  
SAULT STE. MARIE OFFICIAL PLAN**

**PURPOSE**

This Amendment is an amendment to Land Use Schedule C of the Official Plan.

**LOCATION**

PIN 31510-0190, Part of Lot 36 RCP H-737 Part 4 Deposited Plan 1 R-1 1069, having Civic Address 1050 Great North Road, Sault Ste. Marie, ON, located on the east side of Great Northern Road, approximately 650 meters north of Third Line East.

**BASIS**

This Amendment is necessary in view of a request to permit commercial uses on the subject property.

The proposal does not conform to the existing Land Use Schedule C map of the official plan.

Council now considers it desirable to amend the Official Plan.

**DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO**

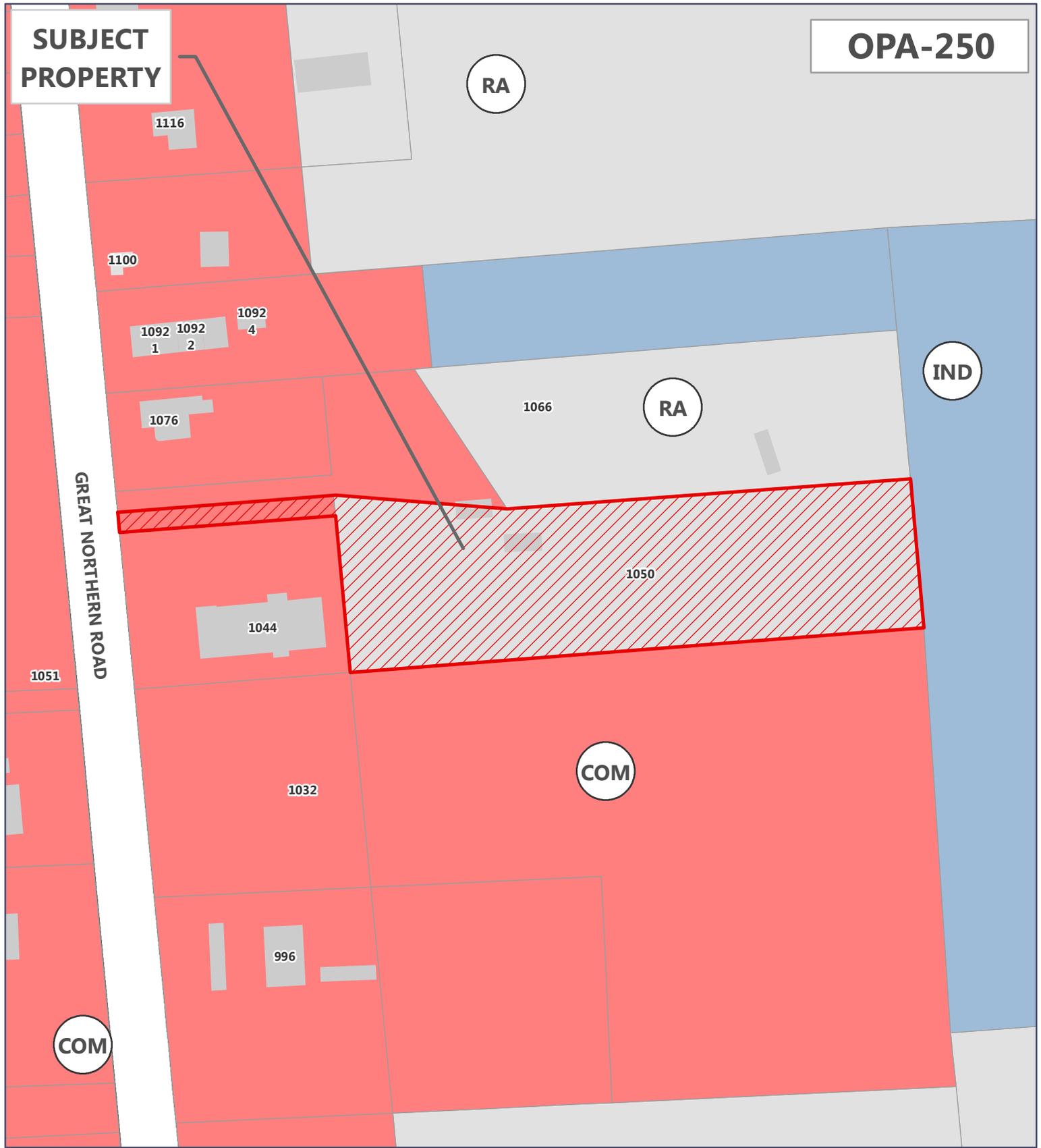
Land Use Schedule C of the Sault Ste. Marie Official Plan hereby amended by re-designating the subject property from Rural Area to Commercial.

**INTERPRETATION**

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

**SUBJECT  
PROPERTY**

**OPA-250**



**Application A-13-23-Z.OP: Official Plan Land Use**

**Property Information**



**Planning and Enterprise Services**

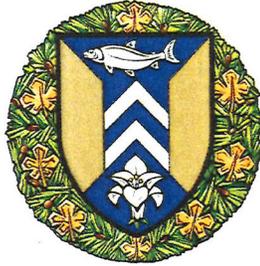
Community Development and Enterprise  
Services Department  
99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

- Subject Property: 1050 Great Northern Road
- Parcel Fabric
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area

Civic Address: 1050 Great Northern Road  
Roll No.: 010060007020000  
Map No.: 113/1-142  
Date Created: January 9, 2024



The Corporation of the  
City of Sault Ste. Marie



Public Works & Engineering  
Services

Dan Perri, P. Eng.  
Municipal Services & Design  
Engineer

2024 01 31

MEMO TO: Peter Tonazzo, RPP  
Director of Planning

RE: A-13-23-Z  
1050 Great Northern Road  
Robert, Dennis and Nello Iannelli

The Engineering Services Division has reviewed the above noted application and recommends that the property be subject to site plan control. Stormwater management, drainage, and servicing will be addressed as part of the detailed review under the site plan control process.

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

Dan Perri, P.Eng.  
Municipal Services & Design Engineer  
Public Works and Engineering Services  
705.759.5329  
d.perri@cityssm.on.ca

DP/  
c. Susan Hamilton Beach P.Eng., Public Works

## Nicholas Cicchini

---

**From:** Marlene McKinnon <mmckinnon@ssmrca.ca>  
**Sent:** January 18, 2024 4:15 PM  
**To:** Stephanie Perri  
**Subject:** SSMRCA Response - A-13-23-Z.OP - 1050 Great Northern Road

This email originated outside of the Corporation of the City of Sault Ste. Marie.  
Do not open attachments or click links unless you verify the sender and know the content is safe.

January 18, 2024

Peter Tonazzo  
Planning Director  
City of Sault Ste. Marie  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

### **Conservation Authority Comments:**

**Application # A-13-23-Z.OP**  
**Robert, Dennis and Nello Iannelli**  
**1050 Great Northern Road**  
**Sault Ste. Marie**

The subject property, 1050 Great Northern Road is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a permit by SSMRCA under Ont. Reg. 176/06.

SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

M. A. McKinnon  
GIS Specialist  
Sault Ste. Marie Region Conservation Authority  
1100 Fifth Line East  
Sault Ste. Marie ON P6A 6J8  
[mmckinnon@ssmrca.ca](mailto:mmckinnon@ssmrca.ca)  
[www.ssmrca.ca](http://www.ssmrca.ca)  
Phone 705-946-8530  
Fax 705-946-8533

Member of Canadian Institute of Geomatics



**SUBJECT  
PROPERTY**



### Application A-13-23-Z.OP: Aerial Image

### Property Information



### Planning and Enterprise Services

Community Development and Enterprise  
 Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
 saultstmarie.ca | 705-759-5368 | planning@cityssm.on.ca

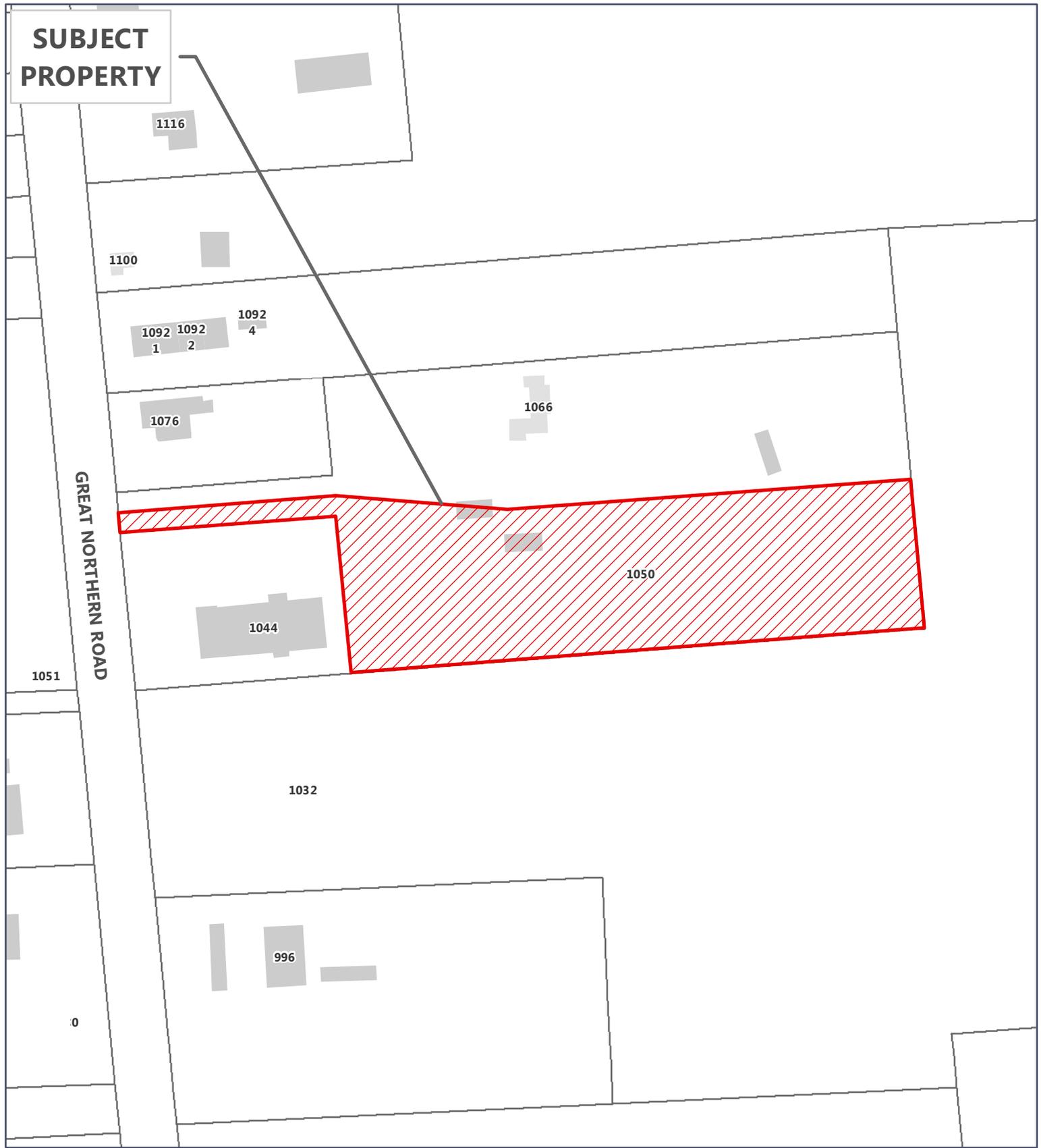
-  Subject Property: 1050 Great Northern Road
-  Parcel Fabric

Civic Address: 1050 Great Northern Road  
 Roll No.: 010060007020000  
 Map No.: 113/1-142  
 Date Created: January 9, 2024

0 25 50 m 1:2,500  
 This map is for general reference only  
 Orthophoto: 2022



**SUBJECT  
PROPERTY**



### Application A-13-23-Z.OP: Subject Property

### Property Information



#### Planning and Enterprise Services

Community Development and Enterprise  
Services Department  
99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

#### Legal Department Reference

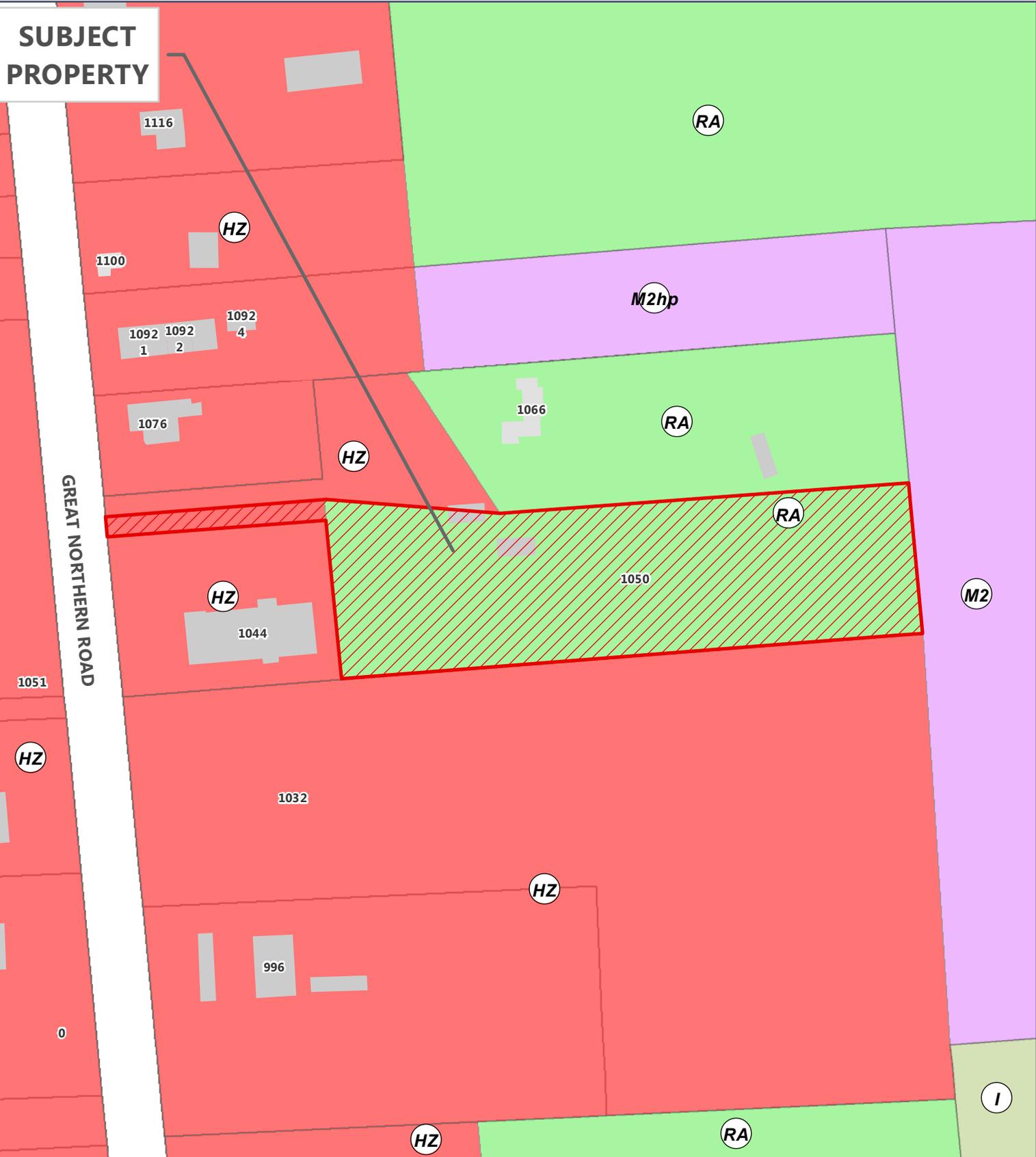
Schedule "A"

-  Subject Property: 1050 Great Northern Road
-  Parcel Fabric

Civic Address: 1050 Great Northern Road  
Roll No.: 010060007020000  
Map No.: 113/1-142  
Date Created: January 9, 2024

0 25 50 m 1:2,500  
This map is for general reference only.





**Application A-13-23-Z.OP: Existing Zoning**

**Property Information**



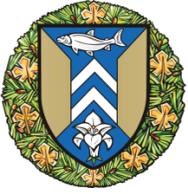
**Planning and Enterprise Services**

Community Development and Enterprise Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
 saultstearie.ca | 705-759-5368 | planning@cityssm.on.ca

- Subject Property: 1050 Great Northern Road
- Parcel Fabric
- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AP - Airport Zone
- Named Use - Commercial Dock

Civic Address: 1050 Great Northern Road  
 Roll No.: 010060007020000  
 Map No.: 113/1-142  
 Date Created: January 9, 2024





The Corporation of the City of Sault Ste. Marie  
 99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6  
 saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

## NOTICE OF APPLICATION & PUBLIC MEETING

### 1050 Great Northern Road

Application No.: A-13-23-Z.OP

Applicant: Robert, Dennis, Nello Iannelli (c/o Dave Urso)

Date: Tuesday, February 20, 2024  
 Time: 5:00 PM

Location: City of Sault Ste. Marie  
 Civic Centre, Council Chambers  
 99 Foster Drive

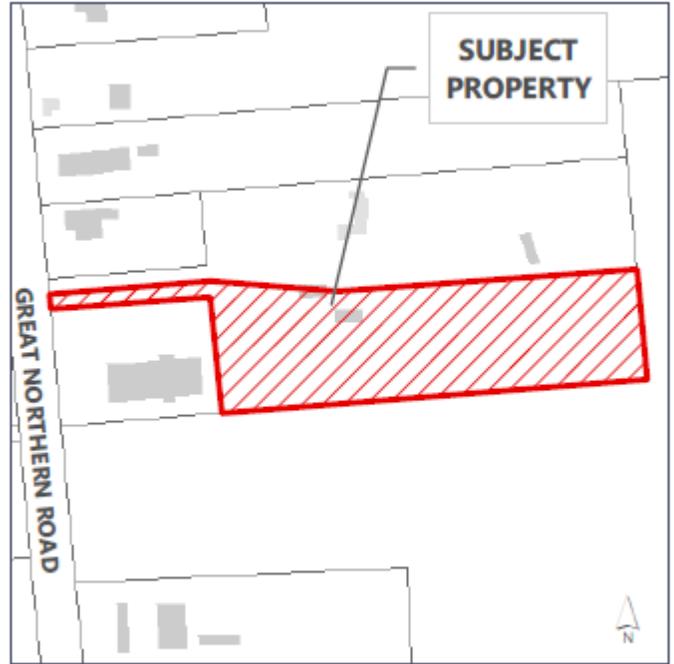
#### PURPOSE

The applicants, Robert, Dennis, and Nello Iannelli (c/o Dave Urso) have submitted an application to re-designate and rezone 1050 Great Northern Road to permit accessory uses to the automotive repair and maintenance services located at the west abutting property (1044 Great Northern Road). Future plans are yet to be determined.

#### PROPOSED CHANGE

To re-designate the Official Plan Schedule C (Land Use) from Rural Area to Commercial.

To rezone the rear 283.42 metres of the subject property from Rural Area (RA.S208) Zone to Highway (HZ.S) Zone with a Special Exception to repeal and replace Special Exception 208 with a new special exception on the subject property only: to waive the buffer requirements of Zoning By-law 2005-150, Section 4.9, along the north property line abutting the Rural Area (RA) Zone.



#### HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Tuesday, February 20, 2024 at 5:00 p.m. to consider a Zoning By-law Amendment (under section 17, 22, and 34 of the Planning Act, R.S.O 1990, c. P13, as amended). This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at [cityclerk@cityssm.on.ca](mailto:cityclerk@cityssm.on.ca) or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance. Any written submissions received in advance of the meeting will be included with Council's Agenda.

#### MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, Friday February 16, 2024 as part of City Council's Agenda. Please contact Nicholas Cicchini at 705.759.5375 or [n.cicchini@cityssm.on.ca](mailto:n.cicchini@cityssm.on.ca) to request a digital copy. Please refer to the application file number.

#### WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Nicholas Cicchini, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [n.cicchini@cityssm.on.ca](mailto:n.cicchini@cityssm.on.ca) with your name, address and application file number on or before **Tuesday, February 20, 2024**.

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

#### LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Ontario Land Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.





THE IDEAL LANDSCAPER  
1066 GREAT NORTHERN ROAD  
SAULT STE. MARIE, ON  
P6B 0B6



February 8, 2024

Planning and Enterprise Services  
Community Development and Enterprise Services  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

RE: Rezoning Application  
1050 Great Northern Road  
Sault Ste. Marie, ON P6B 0B5  
PIN: 31510-0190  
Part of Lot 36 RCP H-737  
Part 4-Deposited Plan 1R-1069

To Whom It May Concern,

With respect to the Rezoning Application for 1050 Great Northern Road, Sault Ste. Marie, ON P6B 0B5, "I" being 2850503 Ontario Inc., have no objection to said Rezoning Application.

Thank you,



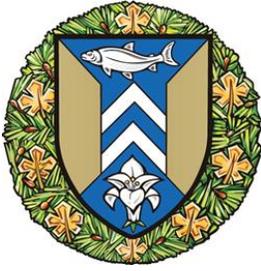
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2850503 Ontario Inc. / Chris Carpinelli



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Date



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

**C O U N C I L   R E P O R T**

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Nicholas Cicchini, Junior Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: Rezoning Application A-14-23-Z – 537 Black Road

---

**PURPOSE**

The applicant Albert Giommi (Agent Richard Levesque) wishes to rezone 537 Black Road to permit Heavy Equipment Sale, Leasing, Repair, and Maintenance Services as an additional permitted use.

**PROPOSED CHANGE**

The applicant is seeking Council's approval to rezone the subject property from Light Industrial (M1) Zone to Light Industrial (M1.S) Zone with a Special Exception to permit Heavy Equipment Sales, Repair, and Maintenance, in addition to those uses permitted in an M1 Zone.

**Subject Property:**

- Location: The subject property is located on the west side of Black Road approximately 306 metres (m) south of the Black Road and Second Line East intersection.
- Approximate Size: 73.20 m of frontage along Black Road and a depth of 122.05 m, totaling 8,710m<sup>2</sup> (0.87 Ha).
- Present Use: Vacant Land
- Owner: Odena Inc.

**BACKGROUND**

In 2001, the subject property and surrounding block of properties were identified for future industrial development as part of the Industrial Land Development Strategy. At that time, the subject property and surrounding lots were designated Rural Area in the Official Plan and zoned 'Planned Development'. In 2005, as part of the comprehensive zoning by-law project, the subject property and surrounding lots were re-designated from Rural Area to Industrial, and rezoned from 'Planned Development' to Light Industrial (M1).

**ANALYSIS**

**Conformity with Official Plan**

Schedule C (Land Use) of the Official Plan designates the property as Industrial. As per the Official Plan industrial land use includes businesses engaged in: logging and forestry, manufacturing, construction, transportation and storage, communication, other utility and wholesale trade industries. The proposed use of the subject property is Industrial and therefore in conformity with the Official Plan.

The proposed additional use of Heavy Equipment Sales, Repair, and Maintenance is comparable in nature with uses that are currently permitted in an M1 zone, such as a contractor's yard, which includes the storage and maintenance of heavy equipment. In addition, the immediate surrounding area is a mix of industrial zonings ranging from Light to Heavy Industrial (M1-M3).

It is noted that the subject property is within a Gateway area. As per policy D.6 of the official Plan "A high standard of site design in strategic or prominent locations such as the downtown, along major arteries, at street intersections and at entrances to the City shall be promoted." Gateways are key points of entry to Sault Ste. Marie, requiring a higher standard of building and site design, with special regard for high quality landscaping. The attached site plan shows that the required front yard will be 75% landscaped. High quality landscaping will be required during the site plan control process.

### **Conformity with Provincial Policy Statement 2020**

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

1.1.1(b) Healthy, liveable and safe communities are sustained by: accommodating an appropriate range of employment (including industrial and commercial).

1.2.6.1 Major facilities and sensitive land uses shall be planned and developed to avoid, or if avoidance is not possible, minimize and mitigate any potential adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term operational and economic viability of major facilities in accordance with provincial guidelines, standards and procedures.

1.2.6.2 Planning authorities shall protect the long-term viability of existing or planned industrial, manufacturing or other uses that are vulnerable to encroachment.

The proposal will provide employment to the industrial and trades sector. The proposed development will be located on land zoned and designated as Industrial land. Through the site plan control process it will be ensured that adverse effects from the proposed development will be minimized and mitigated. Therefore the proposal is consistent with the Provincial Policy Statement.

### **Conformity with Growth Plan for Northern Ontario 2011**

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

### **COMMENTS**

The applicant, is requesting to rezone the subject property from Light Industrial (M1) to Light Industrial (M1.S) with a Special Exception to permit Heavy Equipment Sales, Repair, and Maintenance Services in addition to those uses currently permitted in an M1 Zone.

The subject property is located on the west side of Black Road approximately 306 metres (m) south of the Black Road and Second Line East Intersection, two major arteries that facilitate high volumes of local and non-local traffic travelling through Sault Ste. Marie along the Trans-Canada Highway. The character of the area is generally mixed, with a combination of industrial uses, existing legal non-conforming dwellings, and vacant industrially zoned and designated lots.

The entire block, including the adjacent residential properties is designated Industrial in the Official Plan and zoned either Light (M1) or Medium (M2) Industrial.

The block of properties on the southwest corner of Second Line and Black Road, which includes a fairly large, vacant parcel owned by the Province, was originally envisioned as a potential location for a "smart park." Furthermore the M1 zone was initially designed to facilitate a smart park, however this type of development has not materialized. Approval of this rezoning application would not negatively impact the future development of a smart park or any other industrial development on adjacent parcels.

This requested use is permitted in the Medium Industrial (M2) zone, although, with the proposed development being in close proximity to sensitive land uses, Planning Staff recommends that the subject property permit the Heavy Equipment Sales, Repair, and Maintenance Services use only, rather than the full suite of Medium Industrial (M2) permitted uses. The proposed land use consists of the sale, rental and repair of commercial, industrial, construction supplies, tools and equipment. The applicant has confirmed that all maintenance and repair services will be conducted indoors which will minimize and mitigate potential adverse effects such as noise, dust, and contamination.

The subject property is located in a 'Gateway Area' of the community and as per current OP policies, high site design is required, especially in the form of high quality landscaping and appropriate visual screening of outdoor storage areas.

Through the site plan control process, Planning staff will ensure that fencing is constructed and maintained to be 100% visually solid and that high quality landscaping is provided.

The required road widening along Black Road has already been taken as part of recent reconstruction of Black Road

### **CONSULTATION**

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on January 29, 2024. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on January 27, 2024.

### **Public Comments**

Up to the drafting of this report, no formal objections have been made; however, one neighbour attended the Planning Office to raise concerns regarding dust, noise, vibrations, drainage, and contamination.

It is noted there are a number of existing residential dwellings within this block of properties, which are considered legal non-conforming, as they were constructed prior to this area being re-designated and rezoned to facilitate industrial development. Consequently, the future development potential of the area has, and continues to be industrial. Therefore, although the existing homes are considered sensitive uses, Planning Staff is of the opinion that a land use compatibility study is not warranted in this particular case, especially considering, that the proposed use is generally consistent, in terms of off-site impacts, with a number of uses permitted under the current light industrial (M1) zoning.

Having said all of this, to the greatest extent possible, impacts to the adjacent sensitive uses should be mitigated.

The applicant has confirmed that all maintenance and repair work will be conducted inside the proposed facility, which will mitigate the noise, dust, and vibration concerns.

Drainage will be addressed during the Site Plan Control Process overseen by City engineers. Post development storm water flows cannot exceed predevelopment flows.

In terms of potential contamination, Building Division has confirmed that the proposed building will require oil and grit separators which will intercept any spill that may occur during maintenance. Furthermore, as previously noted, such maintenance will occur indoors.

### **Application Circulation**

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

Engineering Division recommends the subject property be deemed an area of site plan control. Furthermore, stormwater management and servicing will be addressed during the site plan control process.

Public Works Department (PW) supports Engineering Division's recommendation to have the subject property deemed as an area of site plan control. PW notes that there is a PW maintained ditch on the abutting provincial lands. This development will not negatively impact the function or ongoing maintenance of the ditch.

Accessibility Committee, Building Division, Canada Post, Community Development and Enterprise Services, Economic Development, and Sault Ste. Marie Region Conservation Authority has no comments or objections regarding this proposal.

### **FINANCIAL IMPLICATIONS**

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

### **STRATEGIC PLAN / POLICY IMPACT**

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

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated February 20, 2024 concerning Rezoning Application A-14-23-Z – 537 Black Road be received and that Council approve the application as follows:

Rezone the subject property from Light Industrial (M1) Zone to Light Industrial (M1.S) Zone with a Special Exception to, in addition to those uses permitted in an M1 Zone:

1. Permit Heavy Equipment Sales, Maintenance, and Repair.

Furthermore, to deem the subject property an area of Site Plan Control.

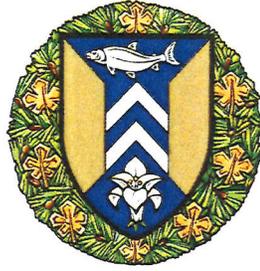
And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

Respectfully submitted,

Nicholas Cicchini  
Junior Planner  
705.759.5375  
[n.cicchini@cityssm.on.ca](mailto:n.cicchini@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie



Public Works & Engineering  
Services

Dan Perri, P. Eng.  
Municipal Services & Design  
Engineer

2024 01 31

MEMO TO: Peter Tonazzo, RPP  
Director of Planning

RE: A-14-23-Z  
537 Black Road  
Albert Giommi

The Engineering Services Division has reviewed the above noted application and recommends that the property be subject to site plan control. Stormwater management, drainage, and servicing will be addressed as part of the detailed review under the site plan control process.

Dan Perri, P.Eng.  
Municipal Services & Design Engineer  
Public Works and Engineering Services  
705.759.5329  
d.perri@cityssm.on.ca

DP/

c. Susan Hamilton Beach P.Eng., Public Works

## Nicholas Cicchini

---

**From:** Amanda Cipriano  
**Sent:** January 19, 2024 12:12 PM  
**To:** Stephanie Perri  
**Cc:** Susan Hamilton Beach; Maggie McAuley; Dan Perri  
**Subject:** RE: Request for Comment - Rezoning Applications

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Stephanie,

PW's comments are as follows:

A-13-23-Z.OP-1050 Great Northern Road- PW has no comment in response to this application.

A-2-24.2-68 Dacey Rd- PW has no comment in response to this application

A-14-Z-23-537 Black Rd- PW supports this application and provides the following comments:

- We recommend it be subject to site plan control and support Engineering's comment to do so; and
- It should be noted that there is a PW maintained ditch on the abutting provincial lands and this development should be done in such a manner that it does not negatively impact it.

Regards,  
Amanda

---

**From:** Stephanie Perri <s.perri@cityssm.on.ca>  
**Sent:** Wednesday, January 17, 2024 1:26 PM  
**To:** Dan Perri <d.perri@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Karen Fields <k.fields@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Tom Vair <t.vair@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; eng dept <eng-dept@ssmpuc.com>; Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; MSONorth@ontario.ca; 'planninganddevelopment@bell.ca' <planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com; 'circulations@wsp.com' <circulations@wsp.com>; raynald.theriault@canadapost.postescanada.ca; James.Roach@batchewana.ca; klambert@batchewana.ca; Diane Morrell <d.morrell@cityssm.on.ca>; SSMRCA <nature@ssmrca.ca>  
**Cc:** Orsalina Naccarato <o.naccarato@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>  
**Subject:** Request for Comment - Rezoning Applications

Good afternoon,

Attached please find the following applications for your review/comment:

- A-13-23-Z.OP 1050 Great Northern Road;
- A-14-23-Z 537 Black Road; and
- A-2-24-Z 68 Dacey Road.

We would appreciate your comments on or before **January 30, 2024.**

Please advise if you require anything further.

Thank you for your assistance.

Stephanie

**Stephanie Perri**

Administrative Clerk

Planning and Enterprise Services

[s.perri@cityssm.on.ca](mailto:s.perri@cityssm.on.ca)

**705-574-1022**

**CITY OF SAULT STE. MARIE**

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

[saultstemarie.ca](http://saultstemarie.ca)



**SUBJECT  
PROPERTY**



## Application A-14-23-Z: Aerial Image

## Property Information



### SAULT STE. MARIE Planning and Enterprise Services

Community Development and Enterprise  
 Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
 saultstearie.ca | 705-759-5368 | planning@cityssm.on.ca

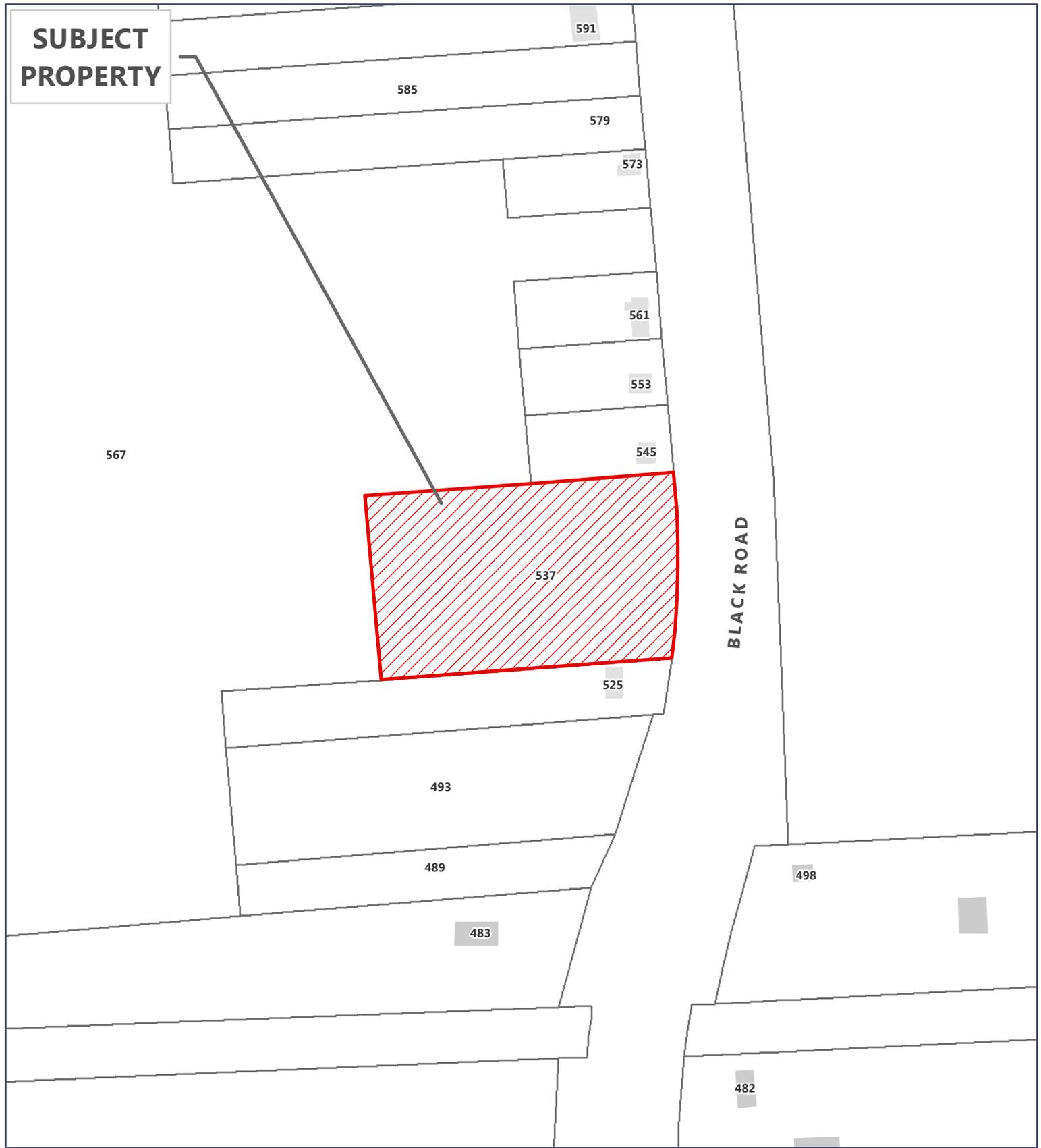
-  Subject Property: 537 Black Road
-  Parcel Fabric

Civic Address: 537 Black Road  
 Roll No.: 030080103000000  
 Map No.: 73/1-78  
 Date Created: January 9, 2024

0 20 40 m 1:2,000  
 This map is for general reference only  
 Orthophoto: 2022



**SUBJECT  
PROPERTY**



### Application A-14-23-Z: Subject Property

### Property Information



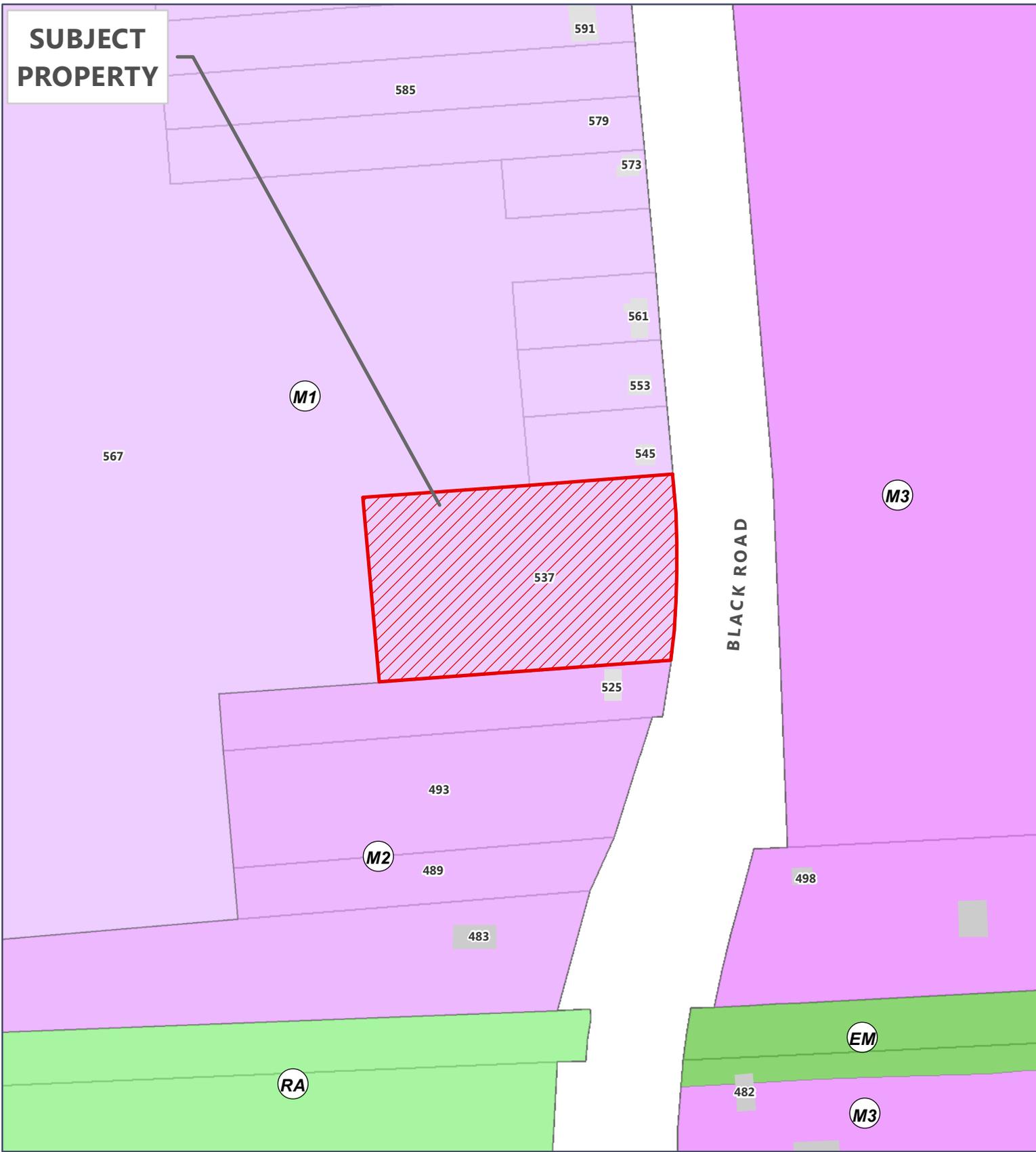
#### Planning and Enterprise Services

Community Development and Enterprise  
Services Department  
99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

-  Subject Property: 537 Black Road
-  Parcel Fabric

Civic Address: 537 Black Road  
Roll No.: 030080103000000  
Map No.: 73/1-78  
Date Created: January 9, 2024

**SUBJECT PROPERTY**



**Application A-14-23-Z: Existing Zoning**

**Property Information**



**Planning and Enterprise Services**

Community Development and Enterprise Services Department

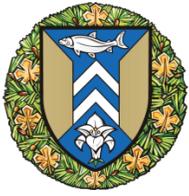
99 Foster Drive, Sault Ste Marie, ON P6A 5X6

saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

- Subject Property: 537 Black Road
- Parcel Fabric
- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Medium Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AS - Airport Zone
- Named Use - Commercial Dock

Civic Address: 537 Black Road  
 Roll No.: 030080103000000  
 Map No.: 73/1-78  
 Date Created: January 9, 2024





The Corporation of the City of Sault Ste. Marie  
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6  
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

## NOTICE OF APPLICATION & PUBLIC MEETING

**537 Black Road**  
**Application No.: A-14-23-Z**  
**Applicant: Albert Giommi (c/o Richard Levesque)**

**Date: Tuesday, February 20, 2024**  
**Time: 5:00 PM**

**Location: City of Sault Ste. Marie**  
**Civic Centre, Council Chambers**  
**99 Foster Drive**

### PURPOSE

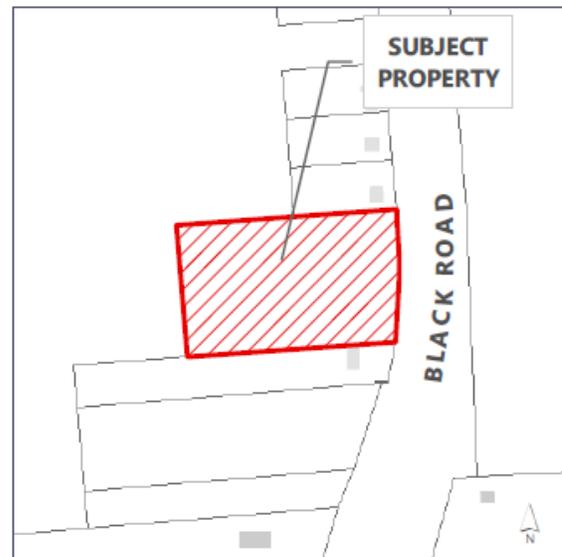
The applicant, Albert Giommi (c/o Richard Levesque) has submitted an application to rezone 537 Black Road to permit Heavy Equipment Sale, Leasing, Repair, and Maintenance Services.

### PROPOSED CHANGE

To rezone the subject property from Light Industrial (M1) to Light Industrial (M1.S) Zone with a Special Exception to permit Heavy Equipment Sale, Repair, and Maintenance.

### HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.



**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Tuesday, February 20, 2024 at 5:00 p.m. to consider a Zoning By-law Amendment (under section 34 of the Planning Act, R.S.O 1990, c. P13, as amended). This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at [cityclerk@cityssm.on.ca](mailto:cityclerk@cityssm.on.ca) or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance. Any written submissions received in advance of the meeting will be included with Council's Agenda.

### MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, Friday February 16, 2024 as part of City Council's Agenda. Please contact Nicholas Cicchini at 705.759.5375 or [n.cicchini@cityssm.on.ca](mailto:n.cicchini@cityssm.on.ca) to request a digital copy. Please refer to the application file number.

### WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Nicholas Cicchini, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [n.cicchini@cityssm.on.ca](mailto:n.cicchini@cityssm.on.ca) with your name, address and application file number on or before **Tuesday, February 20, 2024**.

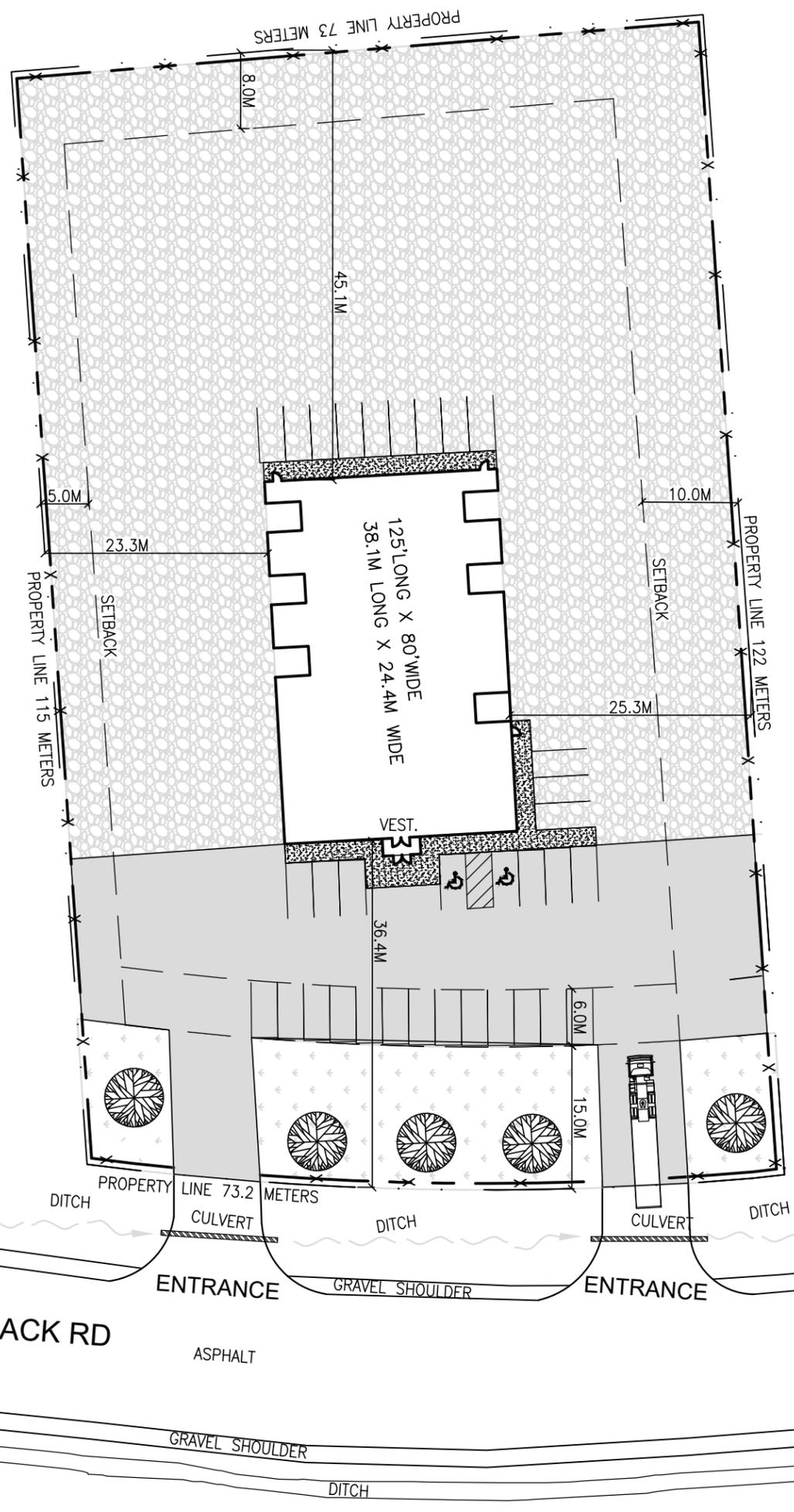
If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

### LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

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If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

**SITE PLAN - CIVIC 537 BLACK RD.**  
SCALE: NOT TO SCALE



<b>M2 ZONING</b>	ZONING: M2
15M FRONT SETBACK	LOT AREA: 8729 M <sup>2</sup>
6M ADDITIONAL FOR BLACK RD.	GREEN SPACE FRONT: 75%
8M REAR SETBACK	GREEN SPACE SIDE: N/A
10M INTERIOR SIDE SETBACK	PARKING REQ: 33
5M OTHER INTERIOR SIDE SETBACK	PARKING PROP: 33
	B.F. PARKING REQ: 2
	B.F. PARKING PROP: 2

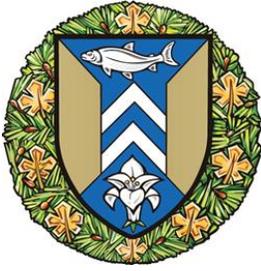
	BUILDING
	PROPERTY LINE
	BUILDING SETBACK
	FENCE LINE
	GRAVEL
	ASPHALT
	LANDSCAPING / GRASS
	SIDEWALK / CONCRETE
	NATIVE NORWAY MAPLE
	ACER PLATANOIDES

**NOTE:**  
THIS IS NOT A LEGAL SURVEY. THIS PLAN IS TO OUTLINE PROPERTY AND BUILDING MEASUREMENTS ONLY. IT IS NOT A LEGAL DOCUMENT. A TIE-IN SURVEY WOULD FINALIZE EXACT BUILDING LOCATION AND DIMENSIONS.



<b>TITLE</b> PROPOSED SITE PLAN	<b>ENGINEER</b> Tom Spriet	<b>PROJECT</b> PROPOSED NEW BUILDING 537 BLACK RD. SAULT STE. MARIE, ONTARIO	COPYRIGHT OF THESE DRAWINGS IS VESTED IN CS ENGINEERS DIMENSIONS MEASURED ON SITE.		
	<b>DRAFTSPERSON</b> Tom Spriet		<b>DATE</b> NOV. 17, 2023	<b>PROJECT No.</b> CSE-2023-070	1 11/17/23 ISSUED FOR REVIEW A
<b>DRAWING No.</b> C-01	<b>SCALE</b> N.T.S.		NO.	DATE	REASON





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

**C O U N C I L   R E P O R T**

February 20, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Steve Zuppa, Junior Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: A-2-24-Z 68 Dacey Road

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**PURPOSE**

The applicant, Canada Corporation #15144311 (David Peck and Tracy Buffone), has submitted an application to rezone 68 Dacey Road to facilitate the construction of five multiple-attached dwellings (townhomes) and a single-detached dwelling, totaling 21 residential units.

**PROPOSED CHANGE**

The applicant is seeking Council's approval to rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential (R3.S), with a special exception subject to the following special provisions:

1. Reduce the required frontage of 20 metres to 17 metres; and
2. Permit both multiple attached dwellings and a single-detached dwelling.

**Subject Property:**

- Location: Located 90 metres southeast of the intersection of Queen Street East and Dacey Road.
- Approximate Size: Irregular shaped lot, approximately 165 metres by 145 metres, with 17 metres of frontage along Dacey Road. The area is approximately 1.6 hectares (3.8 acres).
- Present Use: Vacant
- Owner: Canada Corporation #15144311 (David Peck and Tracy Buffone)

**BACKGROUND**

In 2022, the easterly portion of the property (approximately 2,100 square meters) was severed and conveyed to 34 Dacey Road.

**ANALYSIS**

**Conformity with Official Plan**

Schedule C (Land Use) of the Official Plan designates the subject property as Residential. Residential lands are primarily used for dwellings, and a variety of other uses that contribute to the completeness of the neighbourhood. This

proposal is consistent with the Official Plan as it specifically meets the following housing and residential policies:

Housing:

- HO.1: Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.

According to the City of Sault Ste. Marie's Housing Needs Assessment 2023-2025, more freehold and rental housing are required to accommodate expected population growth in the City. The Housing Needs Assessment identified that rental housing stock has not kept up with demand in recent years, contributing to housing supply challenges and a very low vacancy rate.

The applicant is proposing 20 rental units (single-storey townhouses) and is intending on occupying the single-detached unit, thereby providing a mixture of housing types that will contribute to meeting the expected housing needs of the community.

Residential:

- R.1: a mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.
- R.3: Medium density residential dwellings may be integrated into low density areas subject to rezoning.
- R.4: Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.
- R.5: Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

The resulting density of the proposed development is approximately 13 units per hectare, which is typically considered low-density. Thus, this proposed development represents small scale residential intensification through infill development. There is adequate servicing infrastructure along Dacey Road and no physical constraints have been identified that will impact this development.

**Conformity with Provincial Policy Statement 2020**

The Provincial Policy Statement 2020 (PPS) contains policies for municipalities to provide for an appropriate range and mix of housing options and densities to meet projected requirements of current and future residents. Policies further speak to the efficient use of land through the incorporation of compact development that can be accommodated by existing municipal services.

This application proposes the development of 20 townhouse units (a compact development form) to be constructed on vacant land that is within the urban settlement area and can be appropriately accommodated by municipal water, sewer and roads.

Therefore, this proposal is consistent with the PPS.

### **Conformity with Growth Plan for Northern Ontario 2011**

This application does not conflict with the policies contained within the Growth Plan for Northern Ontario.

Sault Ste. Marie is defined as an economic and service hub, and as such, is intended to accommodate a significant portion of future population and employment growth in Northern Ontario. In order to accommodate this growth, sufficient housing must be available.

### **COMMENTS**

This application proposes to rezone the entirety of the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3). The applicant proposes 21 units within the development, comprising of 5 multiple attached buildings totalling 20 units and one single-detached dwelling.

The current Zoning By-Law allows for a single permitted use per residential lot, and as such relief is requested to permit the construction of both multiple-attached and single-detached typologies on the same lot.

Relief is also requested from the frontage requirement of 20m for multiple attached dwellings within the R3 Zone to 17m. The subject property is a flag shaped lot and as such the front yard portion of the lot will contain a driveway and sidewalk while all residential buildings will be constructed on the interior portion of the property. The proposed 17m frontage is wide enough to contain the proposed driveway, sidewalk, and adequate buffering. The development will conform to all front, side, and rear yard setbacks of the R3 zone.

The parking ratio for the multiple-attached dwellings is 1 space per dwelling unit. Each townhouse unit will contain an integrated garage, thereby meeting this parking requirement. Overflow parking will be provided on a dedicated driveway for each townhouse unit. The single-detached dwelling will also contain a garage and a dedicated driveway.

Sufficient backyard amenity space is also provided for each unit.

The immediate surrounding area is primarily single-detached residential dwellings; however, the area further northwest on Dacey Road contains a mix of residential forms, including single-detached, semi-detached, multiple-attached, and

apartments. As such, no negative land use impacts are anticipated from the approval of this application.

According to the City's Housing Action Plan, 2023-2028, "Gentle Density and Regulatory Flexibility" Zoning By-law amendments will soon be brought forth to Council for consideration. It is important to note that based on the soon-to-be proposed amendments, this development would meet the performance standards of the amended R2 zone (except for the frontage requirement which would require a Minor Variance). As such, this development would not require a rezoning application, should Council approve the Gentle Density and Regulatory Flexibility amendments. Rather than wait for the proposed amendments to be brought forth to Council, the applicant chose to proceed with this rezoning application due to timing constraints.

### **Preliminary Site Servicing Study**

The applicants have retained the services of Tulloch Engineering for the rezoning application process. As part of the application, Tulloch Engineering has conducted and prepared a Preliminary Site Servicing Study (attached to this report). The Preliminary Site Servicing Study addresses sanitary sewer capacity, preliminary stormwater management, and water distribution system fire flow capacity. According to Tulloch Engineering:

- the existing sewer has capacity to support the proposed development;
- the post-development runoff will be equal to or less than the pre-development runoff for the design storm up to and including a 100-year storm; and
- watermain capacity is sufficient for the development.

### **CONSULTATION**

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on January 26, 2024. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on January 27, 2024.

The applicant, through Tulloch Engineering, hosted a neighbourhood information session on January 10, 2024 at Pinewood Public School. Invitations were mailed to property owners within 120m. Approximately 26 individuals attended.

### **Public Comments**

The concerns and questions raised at the neighbourhood information session are summarized below. A follow-up email was received by an attendee of the neighbourhood information session which re-iterated several of these concerns.

Concerns related to density: many neighbourhood information session attendees expressed concern with the multiple-attached dwellings proposed in the

development. They viewed single-detached dwellings as more desirable and palatable for the neighbourhood.

A simple density calculation shows that the property will contain approximately 13 units per hectare. Planning staff consider this to be low density and is typical of neighbourhoods zoned R2 in Sault Ste. Marie.

Traffic concerns: nearby residents commented that there is too much traffic on Dacey Road and a single driveway for the development is not appropriate.

The Engineering Services Division noted that from a traffic volume perspective, capacity issues are not anticipated as a result of the proposed development. Fire Services did not indicate an issue with a single access point for the property. A single access point is common with infill developments of this nature.

Drainage concerns: several adjacent property owners expressed concern that the development would exacerbate the flooding of adjacent properties, especially during the springtime melt.

The applicant's engineering consultant noted that their stormwater and drainage plan will address this issue. Post-development flows will not exceed pre-development flows. Servicing, grading, and drainage will be addressed to the satisfaction of the Director of Engineering or his designate through the Site Plan Control process.

Privacy concerns: several neighbouring property owners expressed that they would like a privacy fence to be constructed by the applicants along the perimeter of the subject property.

The Zoning By-law does not require buffering between residentially zoned lots and the development conforms to all applicable setbacks. The development is proposed to be primarily single-storey units, which is consistent with the neighbouring properties. Under the Site Plan Control process, staff will require buffering along the driveway (whether a fence or a hedge) but will not require buffering in the rear or side yards; however, the applicants have indicated that they will provide rear and side yard fencing near units 1 to 4 (in the attached site plan) and will consider fencing along the Dacey Road rear yards. This will be reviewed under the Site Plan Control process; however, the rear and side yard fencing will not be a requirement.

Contamination of Site: several nearby residents were concerned that garbage was dumped on the site and that the site was therefore contaminated.

Building Division has confirmed that the subject property is designated and zoned residential, and the last known use was residential. Therefore, a record of site condition is not required.

Garbage bin odour: a nearby resident noted that potential odour from refuse bins would be a concern.

The Site Plan Control process will ensure that refuse bins are screened. If refuse bins are overflowing or inadequate for the development, property standards will be enforced through the City's Property Standards By-law.

Furthermore, a vegetation buffer exists between the proposed location of the refuse bins and the nearest residences (which are an approximate distance of 50 to 60 metres away). Local experience shows that odour from refuse bins of this type have not been an issue.

Timeline of development: the development is proposed to take place in 5 phases, spanning 5 years.

### **Application Circulation**

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

#### Engineering Services Division

- A Preliminary Site Servicing Study was carried out by the applicant's consulting engineer. As per this study, there is sufficient capacity in the downstream sanitary sewer to accommodate the flows generated from the proposed development.
- A Preliminary Stormwater Management Study was completed by the applicants consulting engineer and post development flows for the site will not exceed pre-development flows for storms up to and including the 100-year event.
- From a traffic perspective, capacity issues are not anticipated as a result of the proposed development; and
- It is recommended that this property be subject to Site Plan Control to ensure servicing, grading and drainage is addressed to the satisfaction of the Director of Engineering Services or his designate.

#### Canada Post

Canada Post will provide mail delivery service to the development through a centralized Community Mail Box (CMB). Given the number and layout of the units in the development, Canada Post has determined that one CMB on site will be sufficient. It is recommended that the CMB be located on the side of unit 13.

The following departments/agencies either indicated they had no concerns or did not comment on this application: Accessibility Committee, Batchewana First Nation, Building Division, Community Development and Enterprise Services, Economic Development, Fire Services, Legal, PUC, Public Works, and the Sault Ste. Marie Region Conservation Authority.

### **FINANCIAL IMPLICATIONS**

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

### **STRATEGIC PLAN / POLICY IMPACT**

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

### **SUMMARY**

This application proposes to rezone the entirety of the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3) to construct 21 residential units (20 townhouse units and one single-detached dwelling).

Neighbours have raised several concerns, mainly the density of the development, stormwater management, traffic, etc. A servicing report has been submitted and identified no concerns. Planning staff are satisfied that the application represents a compatible form of infill intensification development that conforms with provincial and municipal policies and plans and is not anticipated to have negative impacts on the surrounding neighbourhood.

Thus, Planning staff is recommending that this rezoning application be approved by City Council. Planning staff also recommend that the property be deemed subject to Site Plan Control.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated February 20, 2024 concerning A-2-24-Z 68 Dacey Road be received and that Council approve this application in the following manner:

Rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential (R3.S) with the following special exceptions:

1. Reduce the required frontage from 20 metres to 17 metres; and
2. Permit both multiple attached dwellings and a single-detached dwelling on the same property.

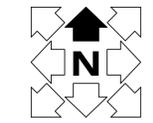
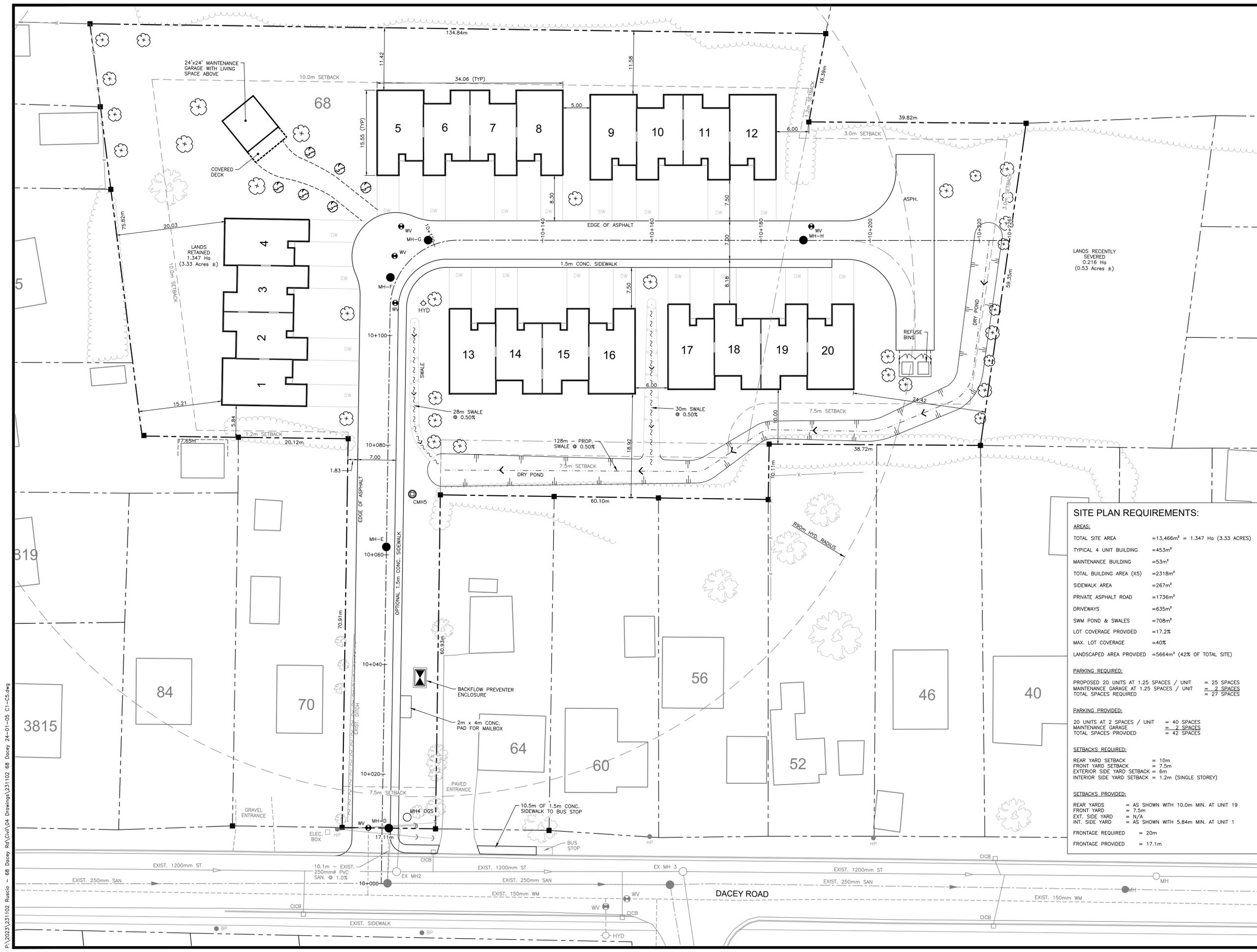
And that the property be deemed subject to site plan control as per Section 41 of the Planning Act.

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

A-2-24-Z 68 Dacey Road  
February 20, 2024  
Page 8.

Respectfully submitted,

Steve Zuppa  
Junior Planner  
705.759.5279  
[s.zuppa@cityssm.on.ca](mailto:s.zuppa@cityssm.on.ca)



KEY PLAN

ENGINEER'S SEAL:

PRELIMINARY

DATE	REV.	REVISION	BY	APP'D
24-01-05	1	ISSUED TO CITY FOR REZONING	KTN	JVM
23-12-19	0	ISSUED TO CITY FOR REZONING	KTN	JVM

CLIENT:

**CANADA CORP. 15144311**  
**68 DACEY ROAD**  
**SAULT STE. MARIE, ON**

CONSULTANT:



PROJECT TITLE:

**TOWNHOME DEVELOPMENT**  
**68 DACEY ROAD**

DRAWING TITLE:

**PRELIMINARY SITE PLAN**

**SITE PLAN REQUIREMENTS:**

**AREAS:**

TOTAL SITE AREA	= 13,466m <sup>2</sup> = 1.347 Ha (3.333 ACRES)
TYPICAL 4 UNIT BUILDING	= 453m <sup>2</sup>
MAINTENANCE BUILDING	= 53m <sup>2</sup>
TOTAL BUILDING AREA (X5)	= 2318m <sup>2</sup>
SIDEWALK AREA	= 267m <sup>2</sup>
PRIVATE ASPHALT ROAD	= 1736m <sup>2</sup>
DRIVEWAYS	= 635m <sup>2</sup>
SWM POND & SWALES	= 708m <sup>2</sup>
LOT COVERAGE PROVIDED	= 17.2%
MAX. LOT COVERAGE	= 40%
LANDSCAPED AREA PROVIDED	= 5664m <sup>2</sup> (42% OF TOTAL SITE)

**PARKING REQUIRED:**

PROPOSED 20 UNITS AT 1.25 SPACES / UNIT	= 25 SPACES
MAINTENANCE GARAGE AT 1.25 SPACES / UNIT	= 2 SPACES
TOTAL SPACES REQUIRED	= 27 SPACES

**PARKING PROVIDED:**

20 UNITS AT 2 SPACES / UNIT	= 40 SPACES
MAINTENANCE GARAGE	= 2 SPACES
TOTAL SPACES PROVIDED	= 42 SPACES

**SETBACKS REQUIRED:**

REAR YARD SETBACK	= 10m
FRONT YARD SETBACK	= 7.5m
EXTERIOR SIDE YARD SETBACK	= 6m
INTERIOR SIDE YARD SETBACK	= 1.2m (SINGLE STOREY)

**SETBACKS PROVIDED:**

REAR YARDS	= AS SHOWN WITH 10.0m MIN. AT UNIT 19
FRONT YARD	= 7.5m
EXT. SIDE YARD	= N/A
INT. SIDE YARD	= AS SHOWN WITH 5.84m MIN. AT UNIT 1
FRONTAGE REQUIRED	= 20m
FRONTAGE PROVIDED	= 17.1m

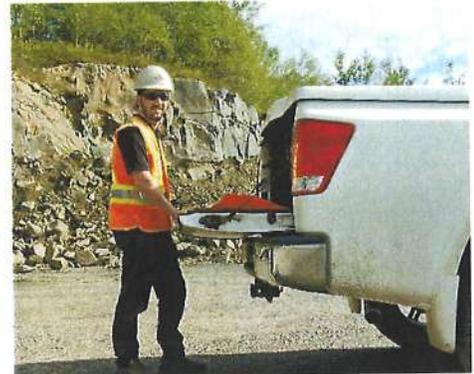
KTN	KN / JM	NN	JVM
DRAWN	DESIGNED	CHECKED	APPROVED
1:300		DEC. 19, 2023	
SCALE		DATE	
231102	1	C2	
PROJECT No.	REVISION	DRAWING	

P:\2023\231102 Rusico - 68 Dacey Rd\Civil\04 Drawings\231102 68 Dacey 24-01-05 C1-C5.dwg

# TOWNHOME DEVELOPMENT 68 DACEY ROAD

Dave & Tracey Buffone  
Preliminary Site Servicing Study

December 2023  
TULLOCH Project #: 231102





71 Black Rd. Unit 8  
Sault Ste. Marie,  
ON  
P6B 0A3

T. 705.949.1457  
TF. 866.806.6602  
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[www.TULLOCH.ca](http://www.TULLOCH.ca)

231102

December 19, 2023

The Corporation of the City of Sault Ste. Marie  
Department of Engineering and Planning  
Level V – Civic Centre  
99 Foster Drive  
Sault Ste. Marie, ON  
P6A 5X6

**Attention: Ms. Maggie McAuley, P.Eng.  
Municipal Services Engineer**

**Re: Preliminary Servicing Study Report  
68 Dacey Road Townhome Development**

Dear Ms. McAuley:

Please find enclosed our Preliminary Servicing Study Report for the above-noted project in Sault Ste. Marie, Ontario. The report addresses the following:

- Sanitary Sewer Capacity Study
- Preliminary Storm Water Management Study
- Water Distribution System Fire Flow Capacity Study

We trust the enclosed is adequate for your needs at this time. Functional Site Servicing reports will be submitted with our application for site plan control as detailed design advances. If there is anything further we can provide, please contact us at your convenience.

Sincerely,  
**TULLOCH**



Niraj Neupane, B.C.E  
Engineering Intern

JM/mn

Encl.

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## 1. INTRODUCTION

### 1.1 General

TULLOCH has been retained by Dave & Tracey Buffone to complete a Preliminary Servicing Study for the proposed development located at 68 Dacey Road in the City of Sault Ste. Marie, Ontario.

The proposed site has a total area of 1.36 hectares. At the moment, the property is generally cleared, and it has a gravel driveway that accesses the property.

We understand that the developer plans to build a five (5) 4-unit townhouse-type units and maintenance garage on the northwest corner of the site. A plan of preliminary proposed site conditions can be found in **Appendix A**. The location of the property and the proposed development is shown in **Figure 1.1**.



**Figure 1.1 Site Location**

### 1.2 Objectives

The primary objective of this study is to review the municipal services in the area required to support the proposed development. The components associated with this study are as follows:

- 1) Sanitary Sewer Capacity Study

a. Objective: To investigate the downstream capacity of the existing municipal sanitary sewer system to determine if there is adequate capacity for flows generated by the proposed development.

## 2) Preliminary Storm Water Management Study

a. Objective: To provide a preliminary analysis of the proposed stormwater management area to accommodate the proposed residential development, and to suitably demonstrate that the site can be developed in a way to ensure that there are no negative impacts to surrounding or downstream properties.

## 3) Water Distribution System Fire Flow Capacity Study

a. Objective: To investigate the capacity of the existing municipal water distribution system to support the supply demands of the development, and to provide preliminary analysis for new domestic water servicing and fire protection.

The primary objective of this study is to provide assurances to the City of Sault Ste. Marie that the site can be developed in a way to ensure that there are no negative impacts to surrounding or downstream properties, and adequate municipal services are present to support the development.

## 2. SANITARY SEWER CAPACITY STUDY

### 2.1 Existing conditions

The upstream sewage drainage area extends north (and east) to the Northland Trailer Park. Generally, the sewage drainage area extends easterly to the Queensgate and Parkinworth Subdivisions. The westerly limit of the drainage area is generally limited to the properties immediately abutting Dacey Road. River Road generally receives all flows from South of Queen Street. A sketch of sanitary sewer shed can be found in **Appendix B**.

This analysis reviews the capacity of the sanitary gravity sewer on Dacey Road starting at the proposed development, south to River Road where it turns west until it discharges into the River Road Pump Station at the intersection of Murphy Street. To our understanding, the River Road Pump Station has been designed with the future development of this property in mind.

In the analysis, several assumptions were applied; at the intersection of Dacey Road and Chamber Avenue (MH #2833), the sewage could split and flow southerly down Dacey Road or Westerly within the Chambers Avenue Sewer. The invert elevation of the Chambers Avenue sewer pipe is 0.14m higher than the invert of Dacey Road sewer pipe. The hydraulic grade line would have to exceed this level before a diversion of flow initiates into the Chambers Avenue sewer. For this reason, a sanitary flow split was not considered, we have assumed 100% of the

upstream flow passes through manhole #2833 and continues down Dacey Road to the proposed development site. This assumption is considered conservative.

We have assumed that no infiltration occurs between manhole #3019 and #3093 due to this segment being a sanitary force main.

In accordance with the Municipal Works Design Manual published by the Municipal Engineers Association, common design factors used for infiltration rate allowances are between 0.14 and 0.28 L/s\*ha. An infiltration rate allowance of 0.28 L/s\*ha was assumed. A residential flow rate of 350 L/s/cap was used in accordance with the Municipal Works Design Manual.

The City of Sault Ste. Marie GIS data was used to develop and identify sanitary sewer drainage areas, pipe sizes, slopes, etc. This data was used in our analysis of the downstream pipe capacities.

## 2.2 Post-Development Conditions

The proposed development consists of 5 4-unit townhouse-type units totaling a population of 64 persons (3.2 persons/unit).

The result of the analysis, based on the preliminary site plan and projected uses of the property, indicates that there is sufficient capacity for the proposed development within the existing downstream sanitary sewer. The total post-development peak design flow calculated for each section of sanitary sewer pipe, from the proposed development to the river road pump station can be found in **Appendix B**. The maximum pipe utilization within the system based on the proposed development is 90.6% and occurs between the manholes #2462 and # 3012 on Dacey Road.

## 2.3 Conclusion

Based on the results of our calculations, the existing sewer has a capacity to support the proposed development. The governing pipe is between the manhole #2462 and #3012.

# 3. STORM DRAINAGE AND STORMWATER MANAGEMENT

## 3.1 Existing Conditions

The existing property is generally cleared of trees, and grassed. The proposed residential development is accessible via a private driveway off Dacey Road. The majority of stormwater runoff from the site travels to the southeast side where it enters a roadside ditch on the river road or overland flows into private properties. The existing site does not process any stormwater attenuation, besides the infiltration through pervious surfaces.

In accordance with the City of Sault Ste. Marie, Storm Water Management Guidelines, an AES Type II, 1 hr. storm distribution was used to develop 2, 5, 10, 25, 50, and 100-year runoff hydrographs.

The NRCS Hydrological Soil Group is estimated to be Group C. In accordance with the geotechnical support of this project, surficial native soil contains 0.76m of topsoil followed by 1.52m of silt clay, 2.29m of topsoil, 3.05m clay, and then 3.82m of sandy clay. Lastly, after sandy clay, a dense layer of wet to moist sand is present. The borehole test result is attached in **Appendix C**.

For the purpose of this study, the area of the proposed development was modeled as single catchment areas for pre-development conditions. The catchment area drains to the River Road.

### **3.2 Post-Development Conditions**

The proposed development consists of 5 4-unit townhouses, asphalt driveways, a paved access roadway, and landscaped areas. A dry pond/elongated swale will be constructed extending from the east to the south side of the property to attenuate the flow. Stormwater collected in the dry pond will be conveyed to a 1200mm diameter pipe along the Dacey Road. The entirety of the site will drain to the southwest corner above the ground.

### **3.3 Stormwater Management**

The City of Sault Ste. Marie Stormwater Management Guidelines were consulted with respect to the stormwater management requirements of the site. Accordingly, the city requires both quantitative and qualitative control. Therefore, post-development peak flows cannot exceed pre-development peak flows leaving the site for storm events up to and including 100-year storm. Runoff quality will be required to meet a normal level of protection, 70% removal of Total Suspended Solids (TSS) in accordance with Sault Ste. Marie Region Conservation Authority policies.

A comparison was performed between the Pre-Development and Post-Development runoff conditions using PCSWMM 2021 Professional 2D, version 7.6.3655 software. Rainfall inputs to the model consisted of a 1-hour Northern Ontario Atmospheric Environment Service (AES) rainfall distribution based on Intensity / Duration / Frequency (IDF) curves for Sault Ste. Marie, Ontario. IDF curves used for the analysis were obtained from Environment and Climate Change Canada – available for reference here; <https://climatedata.ca>.

The post-development runoff will be equal to or less than the pre-development runoff for the design storm up to and including 100-year storm. MECP design Guidelines recommend a minimum orifice size of 75mm to reduce the risk of clogging. As a direct result, the post-development peak flow is greater than pre-development peak flow for 2-year and Timmins storm events. See **Table 3.1** for the modeled runoff results.

Design Storm	Peak Flow (L/s)		Percentage Change (%)
	Pre-Development	Post-Development	
100 - Year	104	94	-9.6
50 - Year	65	65	0.0
25 - Year	60	60	0.0
10 - Year	34	24	-29
5 - Year	18	9	-50
2 - Year	3	6	+100
Timmins	2	3	+50

**Table 3.1 Modeled Peak Runoff**

The proposed recommendations to control stormwater quantity are in accordance with the City of Sault Ste. Marie and the Sault Ste. Marie Region Conservation Authority requirements.

To achieve the required stormwater quality management, an Oil Grit Separator (OGS) is proposed downstream of stormwater retention facility. A Stormceptor EF4 (or approved equal) is recommended OGS for the catchment area. Preliminary calculations result in achieving 80% TSS removal. Stormceptor sizing report can be found in **Appendix D**.

A dry pond volume of 255m<sup>3</sup> including a freeboard of 0.3m on top is proposed for the development to attenuate the flow.

## 4. WATER DISTRIBUTION SYSTEM FIRE FLOW CAPACITY STUDY

### 4.1 Existing Conditions

In general, the water supply system in the area surrounding the proposed development is robust with adequate capacity. An existing 150mm diameter is located along the south (west) side of Dacey Road.

Flow test results indicate that the water main distribution system in the area has adequate flow available to provide fire protection for the development. Approximately 261L/s is available on Dacey Road near the point of proposed connection to the system at a residual pressure of 140 kPa (20 psi). Reference **Appendix E**.

### 4.2 Proposed Water Servicing

The 2020 Fire Underwriters Survey (FUS) "Water Supply for Public Fire Protection" method of calculating required fire flow allowances was used to determine the required supply to the property. The FUS method determined the required fire flow allowance to be 57L/s and approximately 261 L/s is available in the Dacey Road watermain. Therefore, the watermain capacity is sufficient. FUS calculations are provided in **Appendix F**.



Detailed design of the watermain servicing into the property must consider both fire demands and domestic consumption. Due to the length of the dead-end service, careful consideration of water quality and residential management must be provided.

## **5. REPORT LIMITATIONS AND GUIDELINES FOR USE**

We have prepared this report for the exclusive use of our client, Dave & Tracey Buffone. The report is only applicable to the project scope provided and described herein. Any change to the project requires a review by TULLOCH.

## **6. CLOSURE**

We trust that the information and recommendations provided in this report will be found to be complete and adequate in support of the proposed development. Should further elaboration be required for any portion of this project, we would be pleased to provide assistance.

## **APPENDIX A**

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### **Preliminary Proposed Site Plan**

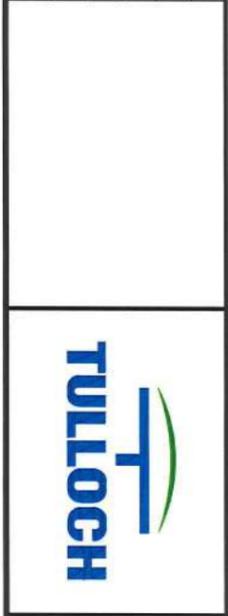


## **APPENDIX B**

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### **Sanitary Sewer Capacity Analysis**

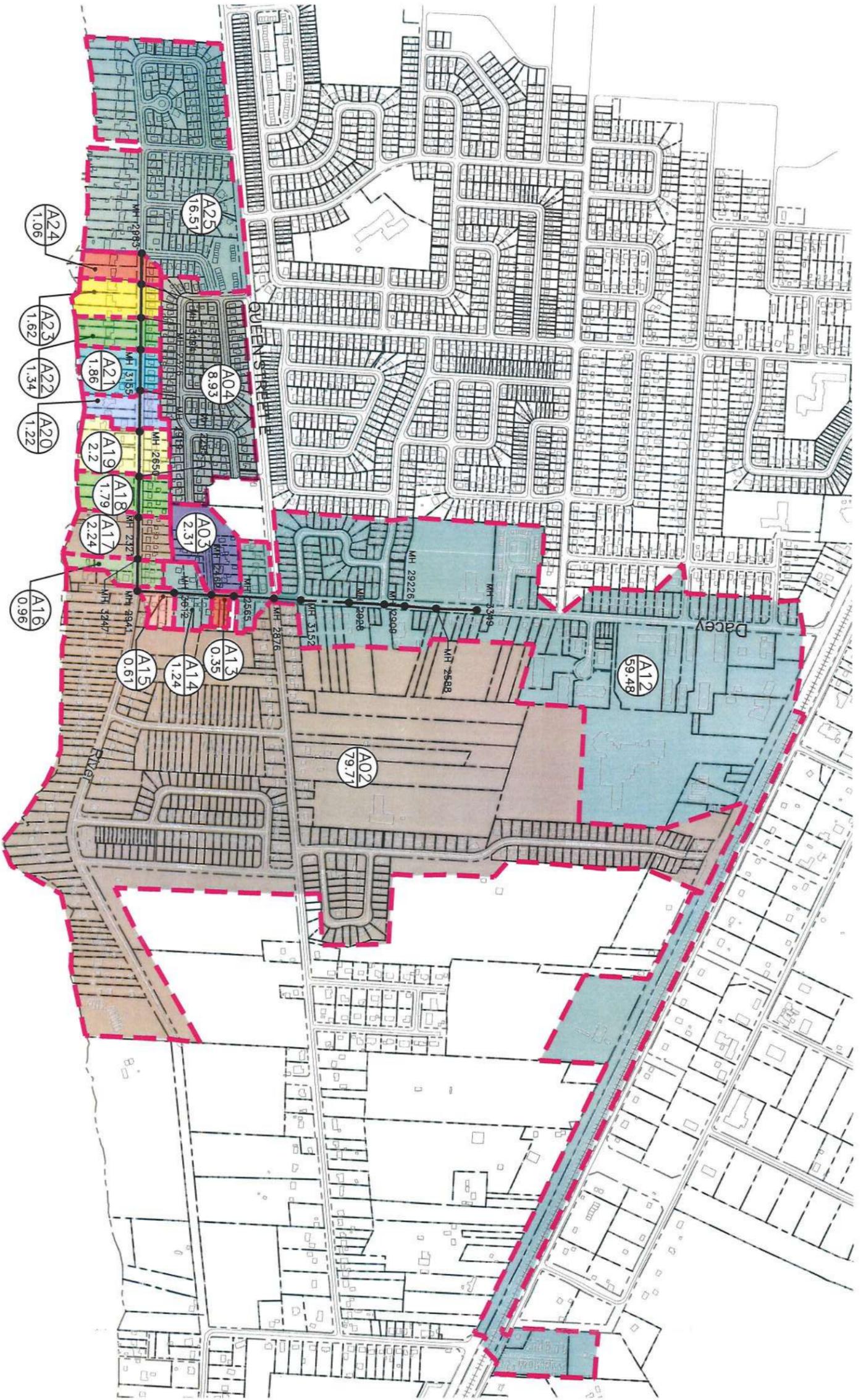
No.	0
DATE	2023-12-19
BY	KTN
	ISSUED FOR REZONING APPLICATION
	ISSUES / REVISIONS



DRAWING:  
**SANITARY SUB-DRAINAGE AREA**

PROJECT:  
**68 DACEY ROAD MULTI-UNIT RESIDENTIAL DEVELOPMENT**

DRAWN BY:	KTN	CHECKED BY:	JVM	PROJECT No.:	231102
DESIGNED BY:	NN	APPROVED BY:	JVM	DRAWING No.:	<b>FIG 3</b>
SCALE:	1:10000	DATE:	DEC. 19, 2023	REVISION No.:	<b>0</b>



**LEGEND:**

- AREA IDENTIFIER
- AREA IN HECTARES
- SANITARY DRAINAGE AREA



**SANITARY SEWER ANALYSIS**  
**68 Dacey Road Townhome Development**

Design: CV  
 Checked: ---  
 June 15,  
 2021

**Design Parameters:**

Residential Flow Rate = 350 L/cap/day (MOE)  
 Industrial Flow Rate = 35,000 L/ha/day (MOE)  
 Commercial Flow Rate = 28,000 L/ha/day (MOE)  
 Institutional Flow Rate = 140 L/student/day (MOE)  
 Peak Extremous Flow (I) = 0.28 L/ha/sec (MOE)  
 Industrial/Commercial Peaking Factor = 2 (MOE)  
 Population = 3.2 persons per home (MEA)  
 Population = 1.8 persons per apartment (MEA)

$Q_d = Q_r + Q_c + Q_i + Q_{inst} + Q_e$   
 $Q_r =$  Peak Design Flow  
 $Q_c =$  Peak Residential Flow  
 $Q_i =$  Peak Industrial Flow  
 $Q_{inst} =$  Peak Institutional Flow  
 $Q_e =$  Peak Extraneous Flow

**Design Calculations:**

$M = 1 + 14/(4 + P^{0.5})$   
 M = Harmon Peaking Factor  
 P = Population in thousands

**Sewer Capacity**

$Q = 1/n \cdot A \cdot R^{2/3} \cdot S^{1/2}$   
 Q = Sewer Capacity  
 n = Manning Roughness Coefficient  
 R = Hydraulic Radius

Area ID's	LOCATION				THEORETICAL FLOWS																Pipe Analysis															
	Location				Residential Flows				Industrial Flows				Commercial Flows				Institutional Flows				Sewer Characteristics															
	Road Name	From MH	To MH	Indiv. Pop.	Area (ha)	Cum. Pop.	Cum. Area (ha)	Peaking Factor	Peak Flow (L/s)	Area (ha)	Peaking Factor	Cum. Area (ha)	Peak Flow (L/s)	Area (ha)	Peaking Factor	Cum. Area (ha)	Peak Flow (L/s)	Indiv. Pop.	Area (ha)	Cum. Pop.	Peaking Factor	Cum. Area (ha)	Peak Flow (L/s)	Cum. Drainage Area (ha)	Cum. Ex. Flow (L/s)	Peak Design Flow (L/s)	Pipe Size (mm)	Pipe Material	Pipe Slope (%)	Pipe Length (m)	Sewer Capacity (L/s)	Full Flow Velocity (m/s)	Actual Velocity (%)	Time of Flow (min)	Pipe Utilization (%)	
A12	Dacey Rd.	n/a	2565	32	59.48	1491	59.48	3.68	22.230	0	2.0	0.00	0	0	2.0	0.00	0	0	0	581	2	0.55	1.883	60.03	16.808	40.921										
A13	Dacey Rd.	2565	2462	70	0.35	1561	59.83	3.67	23.183	0	2.0	0.00	0	0	2.0	0.56	0.363	0	0	581	2	0.55	1.883	60.94	17.063	42.492	250	AC	0.74	52.27	51.156	1.042	1.198	0.73	83.1	
A03	Bay Rd		2462	38.4	7.31	38	2.31	4.34	0.675	0	2.0	0.00	0	0	2.0	0.00	0	0	0	0	0	2	0.00	0	2.31	0.647	1.322									
A14	Dacey Rd.	2462	3012	22.4	1.24	1583	63.38	3.66	23.486	0	2.0	0.00	0	0	2.0	0.56	0.363	0	0	581	2	0.55	1.883	64.49	18.057	43.789	250	AC	0.66	83.83	48.317	0.984	1.141	1.22	90.6	
A15	Dacey Rd.	3012	2941	12.8	0.61	1596	63.99	3.66	23.660	0	2.0	0.00	0	0	2.0	0.56	0.363	0	0	581	2	0.55	1.883	65.10	18.228	44.134	250	AC	0.85	81.57	54.826	1.117	1.251	1.09	80.5	
A02	River Road		2941	1023	79.71	1023	79.71	3.79	15.721	0	2.0	0.00	0	0	2.0	0.00	0	0	0	0	0	2	0.00	0	79.71	23.319	38.040									
A16	River Rd.	2941	3247	16	0.96	2635	144.66	3.49	37.247	0	2.0	0.00	0	0.094	2.0	0.65	0.424	229	1.77	810	2	2.32	2.625	147.69	41.338	81.634	825	Conc	0.18	47.14	609.004	1.139	0.866	0.91	13.4	
A17	River Rd.	3247	2321	25.6	2.24	2660	146.90	3.49	37.571	0.56	2.0	0.56	0.454	0.56	2.0	1.21	0.787	0	0	810	2	2.32	2.625	150.99	42.278	83.715	825	Conc	0.12	94.49	497.249	0.93	0.707	2.23	16.8	
A18	River Rd.	2321	2295	25.6	1.79	2686	148.69	3.48	37.895	0.26	2.0	0.82	0.664	0	2.0	1.21	0.787	0	0	810	2	2.32	2.625	153.04	42.852	84.823	825	Conc	0.18	91.14	609.004	1.139	0.866	1.75	13.9	
A19	River Rd.	2295	2650	25.6	2.2	2712	150.89	3.48	38.219	0	2.0	0.82	0.664	0	2.0	1.21	0.787	0	0	810	2	2.32	2.625	155.24	43.468	85.763	825	Conc	0.14	98.76	537.091	1.005	0.764	2.15	16	
A20	River Rd.	2650	2919	22.4	1.22	2734	152.11	3.48	38.501	0	2.0	0.82	0.664	0	2.0	1.21	0.787	0	0	810	2	2.32	2.625	156.46	43.81	86.387	825	Conc	0.14	94.49	537.091	1.005	0.764	2.06	16.1	
A21	River Rd.	2919	3155	28.8	1.86	2763	153.97	3.47	38.864	0	2.0	0.82	0.664	0	2.0	1.21	0.787	0	0	810	2	2.32	2.625	158.32	44.331	87.271	825	Conc	0.08	94.79	406.003	0.76	0.654	2.42	21.5	
A04	Willowdale		3155	349	8.93	349	8.93	4.05	5.725	0	2.0	0.00	0	0	2.0	0.00	0	0	0	0	0	2	0.00	0	8.93	2.5	8.275									
A22	River Rd.	3155	2326	22.4	1.94	3134	164.24	3.43	43.500	0	2.0	0.82	0.664	0	2.0	1.21	0.787	0	0	810	2	2.32	2.625	168.59	47.206	94.782	825	Conc	0.11	71.93	476.08	0.891	0.677	1.77	19.9	
A23	River Rd.	2326	3194	22.4	1.62	3157	165.86	3.42	43.777	0	2.0	0.82	0.664	0	2.0	1.21	0.787	0	0	810	2	2.32	2.625	170.21	47.66	95.513	825	Conc	0.25	73.46	717.118	1.343	1.021	1.2	13.3	
A24	River Rd.	3194	2983	16	1.06	3173	166.92	3.42	43.975	0	2.0	0.82	0.664	0	2.0	1.21	0.787	0	0	810	2	2.32	2.625	171.27	47.957	96.008	825	Conc	0.04	67.97	787.087	0.537	0.499	2.27	33.4	
A25	Murphy Rd.	2983	3308	323	16.51	3496	183.43	3.39	47.935	0	2.0	0.82	0.664	0	2.0	1.21	0.787	0	0	810	2	2.32	2.625	187.78	52.58	104.591	675	AC	0.1	30.78	765.817	0.743	0.691	0.74	39.3	

## **APPENDIX C**

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### **Borehole Test Result**





# Borehole Log: BH1

Project No: 13-1074

Project: Geotechnical Investigation For Bell Tower Site W4161

Site Location: Dacey / River Road

Client: Bell Mobility

Logged By: J.Ushey

Compiled By: D.A.Mousseau

Reviewed By: J.Black

SUBSURFACE PROFILE				SAMPLE				Undrained Shear Strength (Cu, kPa)		Water Content Data (%)		Remarks												
Well	Strata Plot (m)	Depth (m)	DESCRIPTION	Elevation (m)	Sample Number	Sample Type	Recovery (%)	Blows / 0.3m	25	50	75	100	125	150	175	200	10	20	30	40	50	60	Grain Size (%) Gr Sa Si Cl	
									Standard Penetration Resistance Blows / 0.3m															
		0	Geodetic Ground Elevation	0.00																				
		0	75mm Topsoil, 100mm Sand, Loose. Brown, Wet	-0.76	1	SS	67	4													24.7			
		1	Silty Clay, Loose, Reddish Brown, Wet	-1.52	2	SS	4	0													20.9			
		2	Topsoil, Very Loose, Brown, Wet	-2.29	3	SS	75	0													43.3			
		2	Sand, Trace Clay, Very Loose, Brown, Wet	-2.29	4	SS	4	0													21.7			
		3	Clay, Very Soft, Grey, Wet	-3.05	5	SS	42	4													32.1			
		4	Sand & Clay, Very Loose, Brown, Wet	-3.81	6	SS	83	3													20.4			
		5	Sand, Very Loose, Brown, Wet To Moist		7	SS	25	7													22			
		6			8	SS	-	2													17.1			
		7	Dynamic Cone Penetration																					
		8																						
		9																						
		10																						
		11	End of Borehole	-10.67																				

Water Encountered @ 3.05m  
0 64 36

**Drilled By:** Marathon Drilling Co. Ltd.

**Drill Method:** Hollow Stem Auger

**Drill Date:** June 25, 2013

**Sample Type**  
 AS - Auger Sample  
 SS - Spilt Spoon  
 TWS - Thin Walled Shelby Tube  
 BS - Block Sample  
 NQ - Rock Core  
 W - Water Content  
 WL - Liquid Limit  
 WP - Plastic Content  
 FV - Field Vane, S - Sensitivity  
 Lab Vane

w - Wash  
 O - SPT(Standard Penetration Test)  
 D - DCPT (Dynamic Cone Penetration)  
 WH - Weight Of Hammer

**Datum:**

**Location:**

**Sheet:** 1 of 1

## **APPENDIX D**

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### **Stormceptor Sizing Report**

Stormceptor® EF Sizing Report

Imbrium® Systems

ESTIMATED NET ANNUAL SEDIMENT (TSS) LOAD REDUCTION

12/18/2023

Province:	Ontario - Sault Ste Marie
City:	Sault Ste Marie
Nearest Rainfall Station:	SAULT STE MARIE AP
Climate Station Id:	6057592
Years of Rainfall Data:	17

Project Name:	231102-68 Dacey Road
Project Number:	231102
Designer Name:	Niraj Neupane
Designer Company:	TULLOCH
Designer Email:	niraj.neupane@tulloch.ca
Designer Phone:	705-971-8110
EOR Name:	
EOR Company:	
EOR Email:	
EOR Phone:	

Site Name:	68 Dacey Road
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Drainage Area (ha):	1.36
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% Imperviousness:	39.10
-------------------	-------

Runoff Coefficient 'c': 0.53

Particle Size Distribution:	Fine
-----------------------------	------

Target TSS Removal (%):	70.0
-------------------------	------

Required Water Quality Runoff Volume Capture (%):	
Estimated Water Quality Flow Rate (L/s):	24.56
Oil / Fuel Spill Risk Site?	No
Upstream Flow Control?	No
Peak Conveyance (maximum) Flow Rate (L/s):	
Influent TSS Concentration (mg/L):	
Estimated Average Annual Sediment Volume (L/yr):	900

Net Annual Sediment (TSS) Load Reduction Sizing Summary	
Stormceptor Model	TSS Removal Provided (%)
EF4	80
EF6	89
EF8	93
EF10	96
EF12	98

**Recommended Stormceptor EF Model: EF4**  
**Estimated Net Annual Sediment (TSS) Load Reduction (%): 80**  
**Water Quality Runoff Volume Capture (%): > 90**



## Stormceptor® EF Sizing Report

### THIRD-PARTY TESTING AND VERIFICATION

► Stormceptor® EF and Stormceptor® EFO are the latest evolutions in the Stormceptor® oil-grit separator (OGS) technology series, and are designed to remove a wide variety of pollutants from stormwater and snowmelt runoff. These technologies have been third-party tested in accordance with the Canadian ETV **Procedure for Laboratory Testing of Oil-Grit Separators** and performance has been third-party verified in accordance with the **ISO 14034 Environmental Technology Verification (ETV)** protocol.

### PERFORMANCE

► Stormceptor® EF and EFO remove stormwater pollutants through gravity separation and floatation, and feature a patent-pending design that generates positive removal of total suspended solids (TSS) throughout each storm event, including high-intensity storms. Captured pollutants include sediment, free oils, and sediment-bound pollutants such as nutrients, heavy metals, and petroleum hydrocarbons. Stormceptor is sized to remove a high level of TSS from the frequent rainfall events that contribute the vast majority of annual runoff volume and pollutant load. The technology incorporates an internal bypass to convey excessive stormwater flows from high-intensity storms through the device without resuspension and washout (scour) of previously captured pollutants. Proper routine maintenance ensures high pollutant removal performance and protection of downstream waterways.

### PARTICLE SIZE DISTRIBUTION (PSD)

► The **Canadian ETV PSD** shown in the table below was used, or in part, for this sizing. This is the identical PSD that is referenced in the Canadian ETV **Procedure for Laboratory Testing of Oil-Grit Separators** for both sediment removal testing and scour testing. The Canadian ETV PSD contains a wide range of particle sizes in the sand and silt fractions, and is considered reasonably representative of the particle size fractions found in typical urban stormwater runoff.

Particle Size (µm)	Percent Less Than	Particle Size Fraction (µm)	Percent
1000	100	500-1000	5
500	95	250-500	5
250	90	150-250	15
150	75	100-150	15
100	60	75-100	10
75	50	50-75	5
50	45	20-50	10
20	35	8-20	15
8	20	5-8	10
5	10	2-5	5
2	5	<2	5

Stormceptor® EF Sizing Report

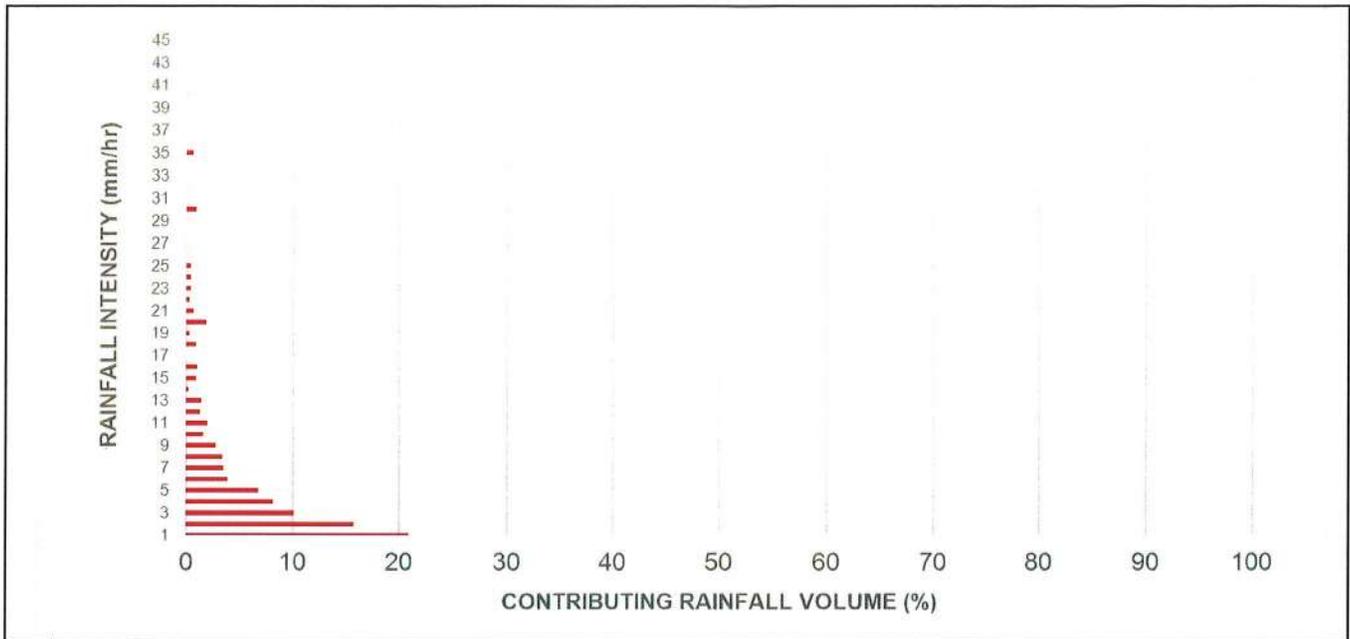
Rainfall Intensity (mm / hr)	Percent Rainfall Volume (%)	Cumulative Rainfall Volume (%)	Flow Rate (L/s)	Flow Rate (L/min)	Surface Loading Rate (L/min/m²)	Removal Efficiency (%)	Incremental Removal (%)	Cumulative Removal (%)
0.50	9.4	9.4	1.01	61.0	51.0	100	9.4	9.4
1.00	20.9	30.3	2.02	121.0	101.0	96	20.0	29.4
2.00	15.8	46.1	4.04	243.0	202.0	83	13.2	42.6
3.00	10.1	56.3	6.06	364.0	303.0	78	8.0	50.5
4.00	8.2	64.4	8.08	485.0	404.0	74	6.0	56.6
5.00	6.8	71.2	10.11	606.0	505.0	72	4.9	61.5
6.00	3.9	75.1	12.13	728.0	606.0	71	2.7	64.2
7.00	3.5	78.7	14.15	849.0	707.0	70	2.5	66.7
8.00	3.4	82.0	16.17	970.0	808.0	69	2.3	69.1
9.00	2.8	84.8	18.19	1091.0	910.0	68	1.9	71.0
10.00	1.6	86.4	20.21	1213.0	1011.0	68	1.1	72.0
11.00	2.0	88.5	22.23	1334.0	1112.0	70	1.4	73.5
12.00	1.3	89.8	24.25	1455.0	1213.0	72	0.9	74.4
13.00	1.4	91.2	26.28	1577.0	1314.0	74	1.0	75.5
14.00	0.2	91.4	28.30	1698.0	1415.0	75	0.2	75.6
15.00	0.9	92.4	30.32	1819.0	1516.0	70	0.7	76.3
16.00	1.0	93.4	32.34	1940.0	1617.0	66	0.7	77.0
17.00	0.0	93.4	34.36	2062.0	1718.0	62	0.0	77.0
18.00	0.9	94.2	36.38	2183.0	1819.0	58	0.5	77.4
19.00	0.3	94.5	38.40	2304.0	1920.0	55	0.2	77.6
20.00	1.9	96.4	40.42	2425.0	2021.0	52	1.0	78.6
21.00	0.7	97.0	42.45	2547.0	2122.0	50	0.3	78.9
22.00	0.3	97.4	44.47	2668.0	2223.0	48	0.2	79.1
23.00	0.4	97.7	46.49	2789.0	2324.0	45	0.2	79.2
24.00	0.4	98.1	48.51	2911.0	2425.0	44	0.2	79.4
25.00	0.4	98.5	50.53	3032.0	2527.0	42	0.2	79.6
30.00	0.9	99.4	60.64	3638.0	3032.0	35	0.3	79.9
35.00	0.6	100.0	70.74	4245.0	3537.0	30	0.2	80.1
40.00	0.0	100.0	80.85	4851.0	4042.0	26	0.0	80.1
45.00	0.0	100.0	90.95	5457.0	4548.0	23	0.0	80.1
<b>Estimated Net Annual Sediment (TSS) Load Reduction =</b>								<b>80 %</b>

Climate Station ID: 6057592 Years of Rainfall Data: 17

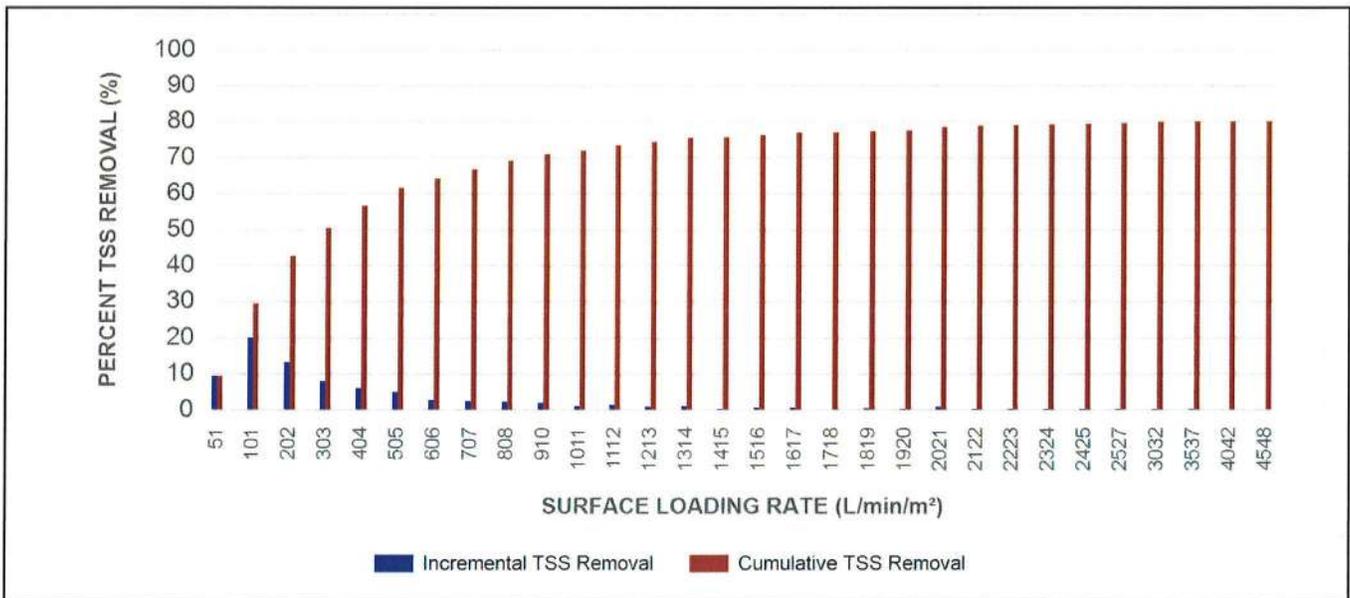


Stormceptor®EF Sizing Report

RAINFALL DATA FROM SAULT STE MARIE AP RAINFALL STATION



INCREMENTAL AND CUMULATIVE TSS REMOVAL FOR THE RECOMMENDED STORMCEPTOR® MODEL



Stormceptor® **EF** Sizing Report

Maximum Pipe Diameter / Peak Conveyance

Stormceptor EF / EFO	Model Diameter		Min Angle Inlet / Outlet Pipes	Max Inlet Pipe Diameter		Max Outlet Pipe Diameter		Peak Conveyance Flow Rate	
	(m)	(ft)		(mm)	(in)	(mm)	(in)	(L/s)	(cfs)
EF4 / EFO4	1.2	4	90	609	24	609	24	425	15
EF6 / EFO6	1.8	6	90	914	36	914	36	990	35
EF8 / EFO8	2.4	8	90	1219	48	1219	48	1700	60
EF10 / EFO10	3.0	10	90	1828	72	1828	72	2830	100
EF12 / EFO12	3.6	12	90	1828	72	1828	72	2830	100

**SCOUR PREVENTION AND ONLINE CONFIGURATION**

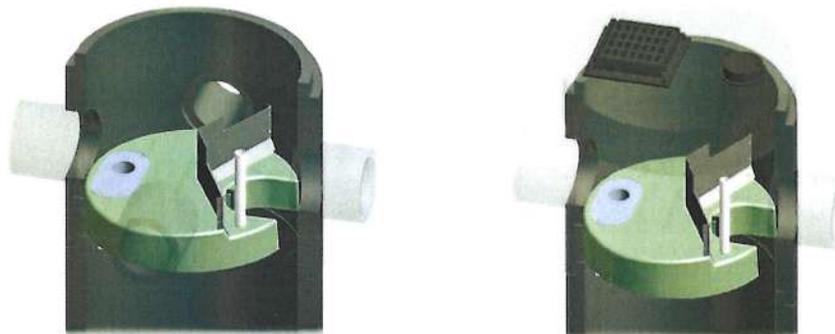
► Stormceptor® EF and EFO feature an internal bypass and superior scour prevention technology that have been demonstrated in third-party testing according to the scour testing provisions of the Canadian ETV **Procedure for Laboratory Testing of Oil-Grit Separators**, and the exceptional scour test performance has been third-party verified in accordance with the ISO 14034 ETV protocol. As a result, Stormceptor EF and EFO are approved for online installation, eliminating the need for costly additional bypass structures, piping, and installation expense.

**DESIGN FLEXIBILITY**

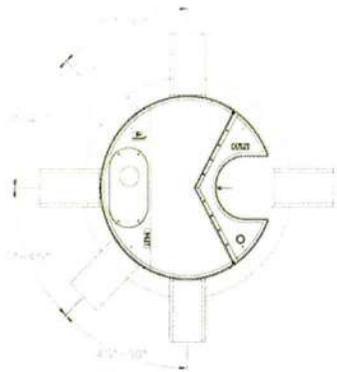
► Stormceptor® EF and EFO offers design flexibility in one simplified platform, accepting stormwater flow from a single inlet pipe or multiple inlet pipes, and/or surface runoff through an inlet grate. The device can also serve as a junction structure, accommodate a 90-degree inlet-to-outlet bend angle, and can be modified to ensure performance in submerged conditions.

**OIL CAPTURE AND RETENTION**

► While Stormceptor® EF will capture and retain oil from dry weather spills and low intensity runoff, Stormceptor® EFO has demonstrated superior oil capture and greater than 99% oil retention in third-party testing according to the light liquid re-entrainment testing provisions of the Canadian ETV **Procedure for Laboratory Testing of Oil-Grit Separators**. Stormceptor EFO is recommended for sites where oil capture and retention is a requirement.



## Stormceptor® EF Sizing Report



### INLET-TO-OUTLET DROP

Elevation differential between inlet and outlet pipe inverts is dictated by the angle at which the inlet pipe(s) enters the unit.

0° - 45° : The inlet pipe is 1-inch (25mm) higher than the outlet pipe.

45° - 90° : The inlet pipe is 2-inches (50mm) higher than the outlet pipe.

### HEAD LOSS

The head loss through Stormceptor EF is similar to that of a 60-degree bend structure. The applicable K value for calculating minor losses through the unit is 1.1.

For submerged conditions the applicable K value is 3.0.

### Pollutant Capacity

Stormceptor EF / EFO	Model Diameter		Depth (Outlet Pipe Invert to Sump Floor)		Oil Volume		Recommended Sediment Maintenance Depth *		Maximum Sediment Volume *		Maximum Sediment Mass **	
	(m)	(ft)	(m)	(ft)	(L)	(Gal)	(mm)	(in)	(L)	(ft³)	(kg)	(lb)
EF4 / EFO4	1.2	4	1.52	5.0	265	70	203	8	1190	42	1904	5250
EF6 / EFO6	1.8	6	1.93	6.3	610	160	305	12	3470	123	5552	15375
EF8 / EFO8	2.4	8	2.59	8.5	1070	280	610	24	8780	310	14048	38750
EF10 / EFO10	3.0	10	3.25	10.7	1670	440	610	24	17790	628	28464	78500
EF12 / EFO12	3.6	12	3.89	12.8	2475	655	610	24	31220	1103	49952	137875

\*Increased sump depth may be added to increase sediment storage capacity

\*\* Average density of wet packed sediment in sump = 1.6 kg/L (100 lb/ft³ )

Feature	Benefit	Feature Appeals To
Patent-pending enhanced flow treatment and scour prevention technology	Superior, verified third-party performance	Regulator, Specifying & Design Engineer
Third-party verified light liquid capture and retention for EFO version	Proven performance for fuel/oil hotspot locations	Regulator, Specifying & Design Engineer, Site Owner
Functions as bend, junction or inlet structure	Design flexibility	Specifying & Design Engineer
Minimal drop between inlet and outlet	Site installation ease	Contractor
Large diameter outlet riser for inspection and maintenance	Easy maintenance access from grade	Maintenance Contractor & Site Owner

### STANDARD STORMCEPTOR EF/EFO DRAWINGS

For standard details, please visit <http://www.imbriumsystems.com/stormwater-treatment-solutions/stormceptor-ef>

### STANDARD STORMCEPTOR EF/EFO SPECIFICATION

For specifications, please visit <http://www.imbriumsystems.com/stormwater-treatment-solutions/stormceptor-ef>

Stormceptor® **EF** Sizing Report

**STANDARD PERFORMANCE SPECIFICATION FOR  
“OIL GRIT SEPARATOR” (OGS) STORMWATER QUALITY TREATMENT DEVICE**

**PART 1 – GENERAL**

1.1 WORK INCLUDED

This section specifies requirements for selecting, sizing, and designing an underground Oil Grit Separator (OGS) device for stormwater quality treatment, with third-party testing results and a Statement of Verification in accordance with ISO 14034 Environmental Management – Environmental Technology Verification (ETV).

1.2 REFERENCE STANDARDS & PROCEDURES

ISO 14034:2016 Environmental management – Environmental technology verification (ETV)

Canadian Environmental Technology Verification (ETV) Program’s **Procedure for Laboratory Testing of Oil-Grit Separators.**

1.3 SUBMITTALS

1.3.1 All submittals, including sizing reports & shop drawings, shall be submitted upon request with each order to the contractor then forwarded to the Engineer of Record for review and acceptance. Shop drawings shall detail all OGS components, elevations, and sequence of construction.

1.3.2 Alternative devices shall have features identical to or greater than the specified device, including: treatment chamber diameter, treatment chamber wet volume, sediment storage volume, and oil storage volume.

1.3.3 Unless directed otherwise by the Engineer of Record, OGS stormwater quality treatment product substitutions or alternatives submitted within ten days prior to project bid shall not be accepted. All alternatives or substitutions submitted shall be signed and sealed by a local registered Professional Engineer, based on the exact same criteria detailed in Section 3, in entirety, subject to review and approval by the Engineer of Record.

**PART 2 – PRODUCTS**

2.1 OGS POLLUTANT STORAGE

The OGS device shall include a sump for sediment storage, and a protected volume for the capture and storage of petroleum hydrocarbons and buoyant gross pollutants. The minimum sediment & petroleum hydrocarbon storage capacity shall be as follows:

2.1.1	4 ft (1219 mm) Diameter OGS Units:	1.19 m <sup>3</sup> sediment / 265 L oil
	6 ft (1829 mm) Diameter OGS Units:	3.48 m <sup>3</sup> sediment / 609 L oil
	8 ft (2438 mm) Diameter OGS Units:	8.78 m <sup>3</sup> sediment / 1,071 L oil
	10 ft (3048 mm) Diameter OGS Units:	17.78 m <sup>3</sup> sediment / 1,673 L oil
	12 ft (3657 mm) Diameter OGS Units:	31.23 m <sup>3</sup> sediment / 2,476 L oil

**PART 3 – PERFORMANCE & DESIGN**

3.1 GENERAL



## Stormceptor® EF Sizing Report

The OGS stormwater quality treatment device shall be verified in accordance with ISO 14034:2016 Environmental management – Environmental technology verification (ETV). The OGS stormwater quality treatment device shall remove oil, sediment and gross pollutants from stormwater runoff during frequent wet weather events, and retain these pollutants during less frequent high flow wet weather events below the insert within the OGS for later removal during maintenance. The Manufacturer shall have at least ten (10) years of local experience, history and success in engineering design, manufacturing and production and supply of OGS stormwater quality treatment device systems, acceptable to the Engineer of Record.

### 3.2 SIZING METHODOLOGY

The OGS device shall be engineered, designed and sized to provide stormwater quality treatment based on treating a minimum of 90 percent of the average annual runoff volume and a minimum removal of an annual average 60% of the sediment (TSS) load based on the Particle Size Distribution (PSD) specified in the sizing report for the specified device. Sizing of the OGS shall be determined by use of a minimum ten (10) years of local historical rainfall data provided by Environment Canada. Sizing shall also be determined by use of the sediment removal performance data derived from the ISO 14034 ETV third-party verified laboratory testing data from testing conducted in accordance with the Canadian ETV protocol Procedure for Laboratory Testing of Oil-Grit Separators, as follows:

3.2.1 Sediment removal efficiency for a given surface loading rate and its associated flow rate shall be based on sediment removal efficiency demonstrated at the seven (7) tested surface loading rates specified in the protocol, ranging 40 L/min/m<sup>2</sup> to 1400 L/min/m<sup>2</sup>, and as stated in the ISO 14034 ETV Verification Statement for the OGS device.

3.2.2 Sediment removal efficiency for surface loading rates between 40 L/min/m<sup>2</sup> and 1400 L/min/m<sup>2</sup> shall be based on linear interpolation of data between consecutive tested surface loading rates.

3.2.3 Sediment removal efficiency for surface loading rates less than the lowest tested surface loading rate of 40 L/min/m<sup>2</sup> shall be assumed to be identical to the sediment removal efficiency at 40 L/min/m<sup>2</sup>. No extrapolation shall be allowed that results in a sediment removal efficiency that is greater than that demonstrated at 40 L/min/m<sup>2</sup>.

3.2.4 Sediment removal efficiency for surface loading rates greater than the highest tested surface loading rate of 1400 L/min/m<sup>2</sup> shall assume zero sediment removal for the portion of flow that exceeds 1400 L/min/m<sup>2</sup>, and shall be calculated using a simple proportioning formula, with 1400 L/min/m<sup>2</sup> in the numerator and the higher surface loading rate in the denominator, and multiplying the resulting fraction times the sediment removal efficiency at 1400 L/min/m<sup>2</sup>.

The OGS device shall also have sufficient annual sediment storage capacity as specified and calculated in Section 2.1.

### 3.3 CANADIAN ETV or ISO 14034 ETV VERIFICATION OF SCOUR TESTING

The OGS device shall have Canadian ETV or ISO 14034 ETV Verification of third-party scour testing conducted in accordance with the Canadian ETV Program's **Procedure for Laboratory Testing of Oil-Grit Separators**.

3.3.1 To be acceptable for on-line installation, the OGS device must demonstrate an average scour test effluent concentration less than 10 mg/L at each surface loading rate tested, up to and including 2600 L/min/m<sup>2</sup>.

## **APPENDIX E**

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### **Water Flow Test Report**

# WATER FLOW TEST REPORT



PROJECT #: 231102  
 DATE (dd/mm/yr): 04-Dec-23  
 TIME OF DAY: 10:00 AM  
 WEATHER: Sunny -10°C

TEST BY: KG  
 CHECKED BY: *1M*

TEST LOCATION: 68 Dacey Road Residential Development, Sault Ste. Marie, ON  
 WATER SUPPLIED BY:  MUNICIPAL SYSTEM  PRIVATE SYSTEM  WELL  Unknown  
 TEST TYPE:  FIRE FLOW  WATERMAIN CAPACITY  HYDRANT CAPACITY  
 MAIN DIAMETER:  4 in. or less  6 in.  8 in.  10"  12"  16" or larg  Unknown  
 PIPE MATERIAL  PVC  DUCTILE IRON  CAST IRON  Unknown

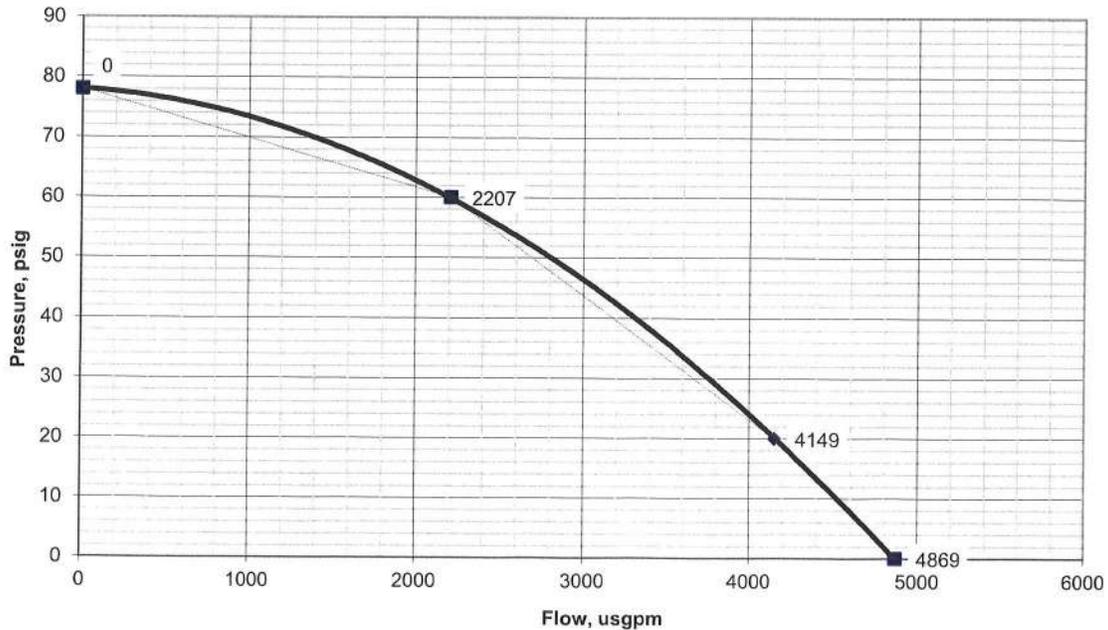
## DATA - Flow Test #1

STATIC/RESIDUAL HYDRANT #	<i>D14-14</i>	
FLOW HYDRANT(S)	<i>D14-15</i>	<i>D14-13</i>
PITOT ORAFICE DIA.	<u>2.00</u>	<u>3.05</u>
COEFFICIENT:	<u>1.310</u>	<u>1.355</u>
PITOT READING:	<u>23</u>	<u>15</u>
USGPM:	<u>750</u>	<u>1456</u>
<b>TOTAL FLOW DURING TEST:</b>	<u>2206</u>	<b>USGPM</b>
STATIC READING:	<u>78</u>	<b>PSI</b>
RESIDUAL READING:	<u>60</u>	<b>PSI</b>

<b>RESULTS:</b>	<i>AT 20 PSI RESIDUAL</i>	<u>4149</u>	<b>USGPM</b>	<i>AT 0 PSI</i>	<u>4869</u>	<b>USGPM</b>
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MIN. OF FLOW: 3  
 ESTIMATED CONSUMPTION: 6618 USGAL.

REMARKS:  Test meets requirements of NFPA 291  Test achieves 10% practical pressure drop  
 Test accuracy diminished due to inability to obtain satisfactory drop in system pressure



## **APPENDIX F**

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### **Fire Underwriters Survey Calculation**

**CALCULATION SHEET**

Project: <u>68 Dacey Rd (Ruscio)</u>	Job. No.: <u>231102.</u>	of
Description: <u>FUS Calculation.</u>	Date: <u>2023/Nov</u>	

1) Required Fire Flow (RFF) =  $220C\sqrt{A}$   
 Construction Coefficient (C) = 1.5 for Type V: Wood frame Construction  
 → Take Unit 13 as a reference since it is a conservative approach.  
 Effective Area (A) =  $107.83 \text{ m}^2$   

$$RFF = 220 \times 1.5 \times \sqrt{107.83}$$

$$= 3426.76 \text{ L/min.}$$

2) Occupancy & Contents Adjustment Factor = -15%.  
 Residential occupancy limited.  

$$= 2912 \text{ L/min}$$

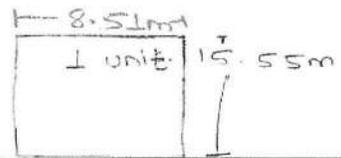
3) Automatic Sprinkler Protection = 0 → No sprinkler

4) Exposure adjustment charge. Type V construction.

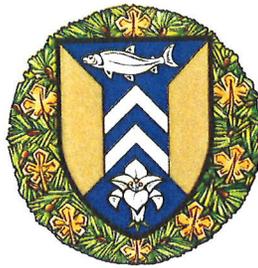
	<u>m</u>	<u>Exposure</u>
Front	27.0	0%
Right	0.0	0%
Left	24.0	0%
Rear	18.13	11%
		Sum = 11%

# with additional 11% =  $3232 \text{ L/min.}$   

$$= \boxed{53 \text{ L/s}}$$



The Corporation of the  
City of Sault Ste. Marie



Public Works & Engineering  
Services

Dan Perri, P. Eng.  
Municipal Services & Design  
Engineer

2024 01 31

MEMO TO: Peter Tonazzo, RPP  
Director of Planning

RE: A-2-24-Z  
68 Dacey Road  
Canada Corporation #15144311 (David Peck and Tracey Buffone)

The Engineering Services Division has reviewed the above noted application and provides the following:

- A Preliminary Site Servicing Study was carried out by the applicant's consulting engineer. As per this study, there is sufficient capacity in the downstream sanitary sewer to accommodate the flows generated from the proposed development;
- A Preliminary Stormwater Management Study was completed by the applicant's consulting engineer and post development flows for the site will not exceed pre development flows for storms up to and including the 100-year event;
- From a traffic volume perspective, capacity issues are not anticipated as a result of the proposed development; and
- It is recommended that this property be subject to Site Plan Control to ensure servicing, grading, and drainage is addressed to the satisfaction of the Director of Engineering Services or his designate.

A handwritten signature in blue ink that reads "D. Perri".

Dan Perri, P.Eng.  
Municipal Services & Design Engineer  
Public Works and Engineering Services  
705.759.5329  
d.perri@cityssm.on.ca

DP/  
c. Susan Hamilton Beach P.Eng., Public Works

F:\ENGINEERING DATA\REZONING\2024\A-2-24-Z 68 Dacey Road 2024 01 31.docx

January 18, 2024.

Ref: A-2-24-Z

**Stephanie Perri**  
Administrative Clerk  
Planning and Enterprise Services  
[s.perri@cityssm.on.ca](mailto:s.perri@cityssm.on.ca)  
705-574-1022

Dear Mme. Perri,

Thank you for contacting Canada Post regarding plans for a new subdivision in Sault Ste Marie at **68 Dacey Road**.

Please see Canada Post's feedback regarding the proposal, below.

**Service type and location**

1. Canada Post will provide mail delivery service to the subdivision through centralized Community Mail Boxes (CMBs).
2. Given the number and the layout of the lots in the subdivision, we have determined that 1 CMB(s) site(s) will be needed; I propose the following.
  - a. **Side of lot 13**

**Municipal requirements**

1. Please update our office if the project description changes so that we may determine the impact (if any).
2. Should this subdivision application be approved, please provide notification of the new civic addresses as soon as possible.

**Developer timeline and installation**

1. Please provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin. Finally, please provide the expected installation date(s) for the CMB(s).

**Please see Appendix A for any additional requirements for this developer.**

*Regards,*

*RAY THERIAULT*

Ray Theriault  
Delivery Services Officer | Delivery Planning  
613-793-2293  
[Raynald.theriault@canadapost.ca](mailto:Raynald.theriault@canadapost.ca)

**Appendix A**

**Additional Developer Requirements:**

- The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.
- The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
- The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
- The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - Any required walkway across the boulevard, per municipal standards
  - Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)

**[Add subdivision plan showing proposed CMB sites as part of Appendix as applicable]**

**SUBJECT  
PROPERTY**



### Application A-2-24-Z: Aerial Image

### Property Information



### Planning and Enterprise Services

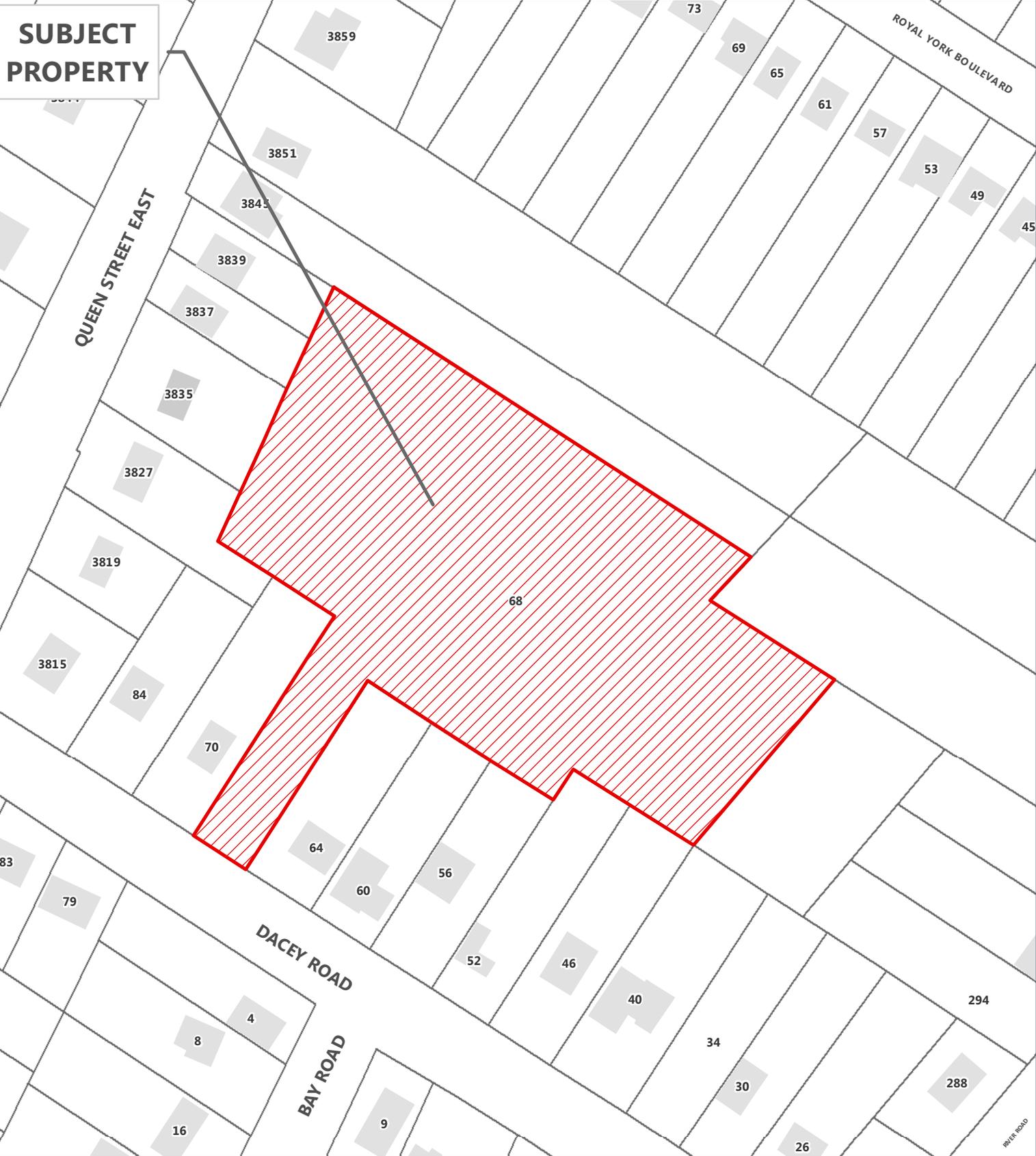
Community Development and Enterprise  
 Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
 saultstearie.ca | 705-759-5368 | planning@cityssm.on.ca

-  Subject Property: 68 Dacey Road
-  Parcel Fabric

Civic Address: 68 Dacey Road  
 Roll No.: 010060007020000  
 Map No.: 66/1-37  
 Date Created: January 8, 2024

0 10 20 m 1:1,400  
 This map is for general reference only  
 Orthophoto: 2022





## Application A-2-24-Z: Subject Property

## Property Information



### Planning and Enterprise Services

Community Development and Enterprise  
 Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
 saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

### Legal Department Reference

Schedule "A"

 Subject Property: 68 Dacey Road

 Parcel Fabric

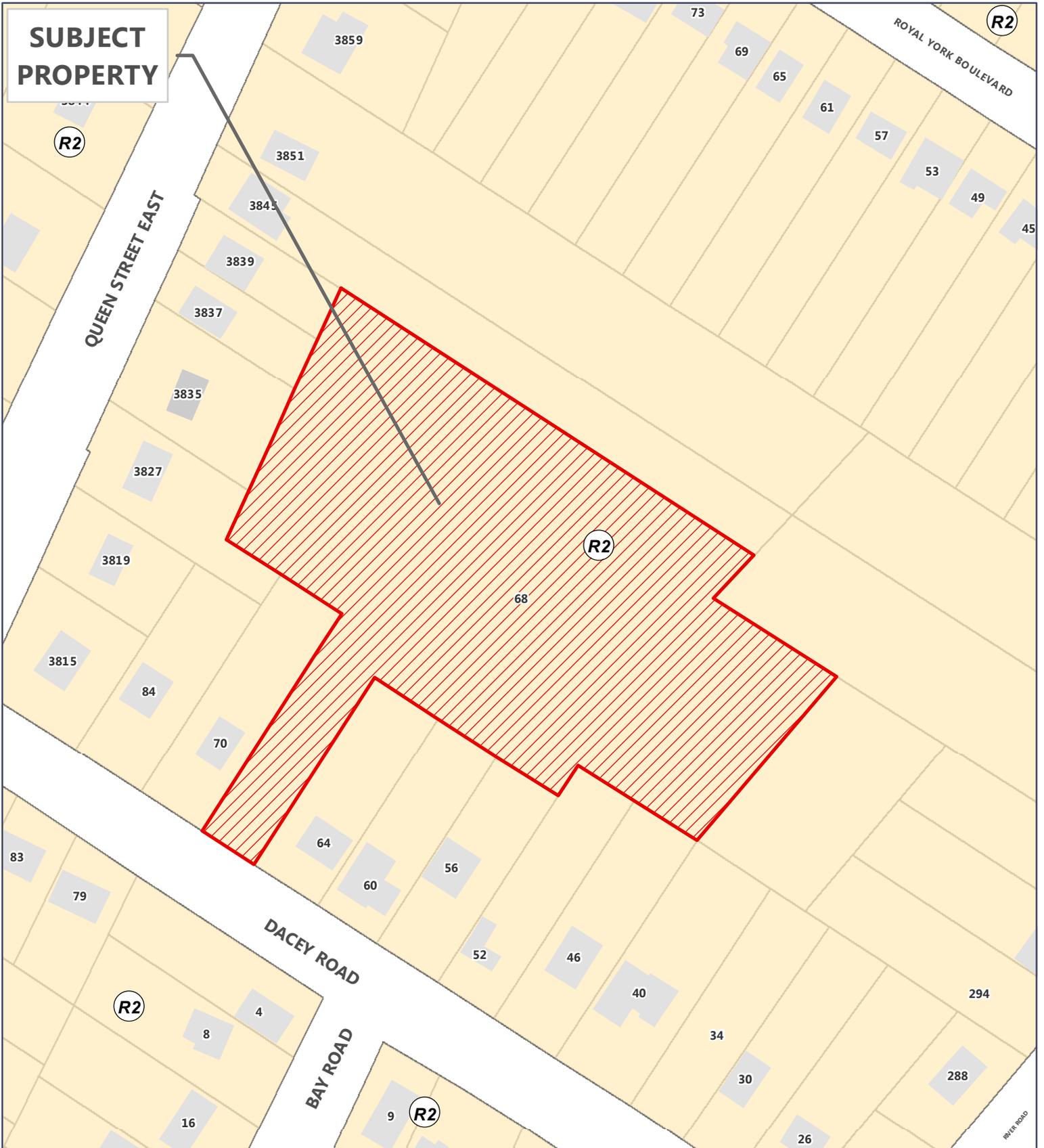
Civic Address: 68 Dacey Road  
 Roll No.: 010060007020000  
 Map No.: 66/1-37  
 Date Created: January 8, 2024

0 10 20 m

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This map is for general reference only.





**SUBJECT PROPERTY**

## Application A-2-24-Z: Existing Zoning

## Property Information



### Planning and Enterprise Services

Community Development and Enterprise Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6

saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

- ▬ Subject Property: 68 Dacey Road
- Parcel Fabric
- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M - Medium Density Residential Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- A - Airport Zone
- N - Named Use - Commercial Dock

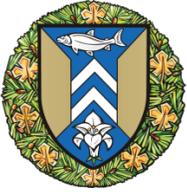
Civic Address: 68 Dacey Road  
 Roll No.: 010060007020000  
 Map No.: 66/1-37  
 Date Created: January 8, 2024



1:1,400

This map is for general reference only.





The Corporation of the City of Sault Ste. Marie  
 99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6  
 saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

# NOTICE OF APPLICATION & PUBLIC MEETING

## 68 Dacey Road

Application No.: A-2-24-Z

Applicant: Canada Corporation #15144311 (David Peck and Tracy Buffone)

Date: Tuesday, February 20, 2024  
 Time: 5:00 PM

Location: City of Sault Ste. Marie  
 Civic Centre, Council Chambers  
 99 Foster Drive

### PURPOSE

The applicant, Canada Corporation #15144311 (David Peck and Tracy Buffone) has submitted an application to rezone 68 Dacey Road to facilitate the construction of five multiple-attached dwellings (townhomes) and a single-detached dwelling, totaling 21 residential units.

### PROPOSED CHANGE

To rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential (R3.S), with a special exception subject to the following special provisions:

1. Reduce the required frontage of 20 metres to 17 metres; and
2. Permit both multiple attached dwellings and a single-detached dwelling.



### HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Tuesday, February 20, 2024 at 5:00 p.m. to consider a Zoning By-law Amendment (under section 34 of the Planning Act, R.S.O 1990, c. P13, as amended). This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable’s Community Channel, Sootoday.com and on the City’s YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at [cityclerk@cityssm.on.ca](mailto:cityclerk@cityssm.on.ca) or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance. Any written submissions received in advance of the meeting will be included with Council’s Agenda.

### MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, Friday February 16, 2024 as part of City Council’s Agenda. Please contact Steve Zuppa at 705.759.5279 or [s.zuppa@cityssm.on.ca](mailto:s.zuppa@cityssm.on.ca) to request a digital copy. Please refer to the application file number.

### WRITTEN SUBMISSION

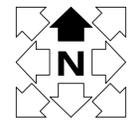
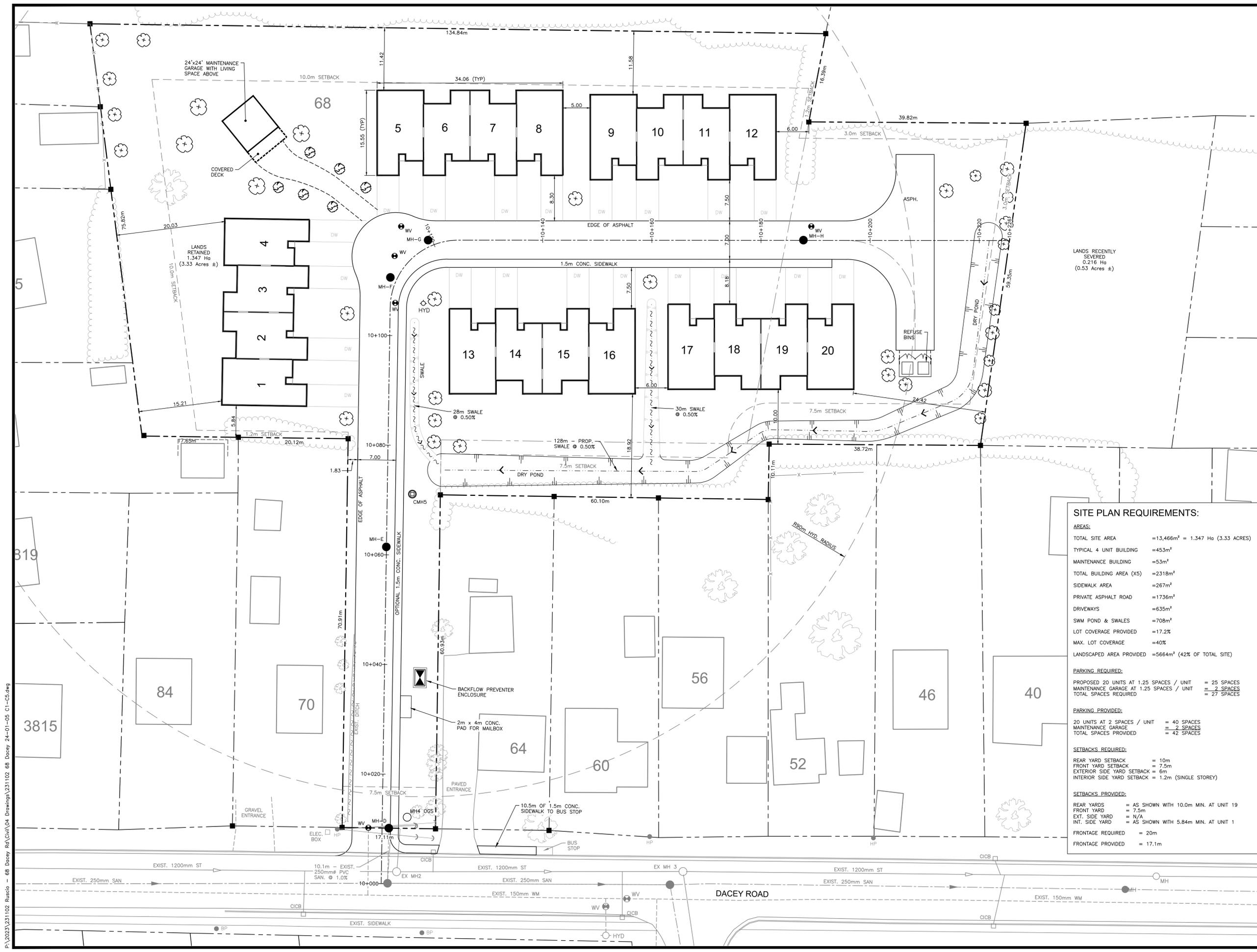
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Steve Zuppa, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [s.zuppa@cityssm.on.ca](mailto:s.zuppa@cityssm.on.ca) with your name, address and application file number on or before **Tuesday, February 20, 2024**.

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

### LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Ontario Land Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.



KEY PLAN

ENGINEER'S SEAL:  
**PRELIMINARY**

DATE	REV.	REVISION	BY	APP'D
24-01-05	1	ISSUED TO CITY FOR REZONING	KTN	JVM
23-12-19	0	ISSUED TO CITY FOR REZONING	KTN	JVM

CLIENT:  
**CANADA CORP. 15144311**  
68 DACEY ROAD  
SAULT STE. MARIE, ON



PROJECT TITLE:  
**TOWNHOME DEVELOPMENT**  
**68 DACEY ROAD**

DRAWING TITLE:  
**PRELIMINARY**  
**SITE PLAN**

KTN	KN / JM	NN	JVM
DRAWN	DESIGNED	CHECKED	APPROVED
1:300		DEC. 19, 2023	
SCALE		DATE	
<b>231102</b>	<b>1</b>	<b>C2</b>	
PROJECT No.	REVISION	DRAWING	

**SITE PLAN REQUIREMENTS:**

**AREAS:**  
 TOTAL SITE AREA = 13,466m<sup>2</sup> = 1.347 Ha (3.333 ACRES)  
 TYPICAL 4 UNIT BUILDING = 453m<sup>2</sup>  
 MAINTENANCE BUILDING = 53m<sup>2</sup>  
 TOTAL BUILDING AREA (X5) = 2318m<sup>2</sup>  
 SIDEWALK AREA = 267m<sup>2</sup>  
 PRIVATE ASPHALT ROAD = 1736m<sup>2</sup>  
 DRIVEWAYS = 635m<sup>2</sup>  
 SWM POND & SWALES = 708m<sup>2</sup>  
 LOT COVERAGE PROVIDED = 17.2%  
 MAX. LOT COVERAGE = 40%  
 LANDSCAPED AREA PROVIDED = 5664m<sup>2</sup> (42% OF TOTAL SITE)

**PARKING REQUIRED:**  
 PROPOSED 20 UNITS AT 1.25 SPACES / UNIT = 25 SPACES  
 MAINTENANCE GARAGE AT 1.25 SPACES / UNIT = 2 SPACES  
 TOTAL SPACES REQUIRED = 27 SPACES

**PARKING PROVIDED:**  
 20 UNITS AT 2 SPACES / UNIT = 40 SPACES  
 MAINTENANCE GARAGE = 2 SPACES  
 TOTAL SPACES PROVIDED = 42 SPACES

**SETBACKS REQUIRED:**  
 REAR YARD SETBACK = 10m  
 FRONT YARD SETBACK = 7.5m  
 EXTERIOR SIDE YARD SETBACK = 6m  
 INTERIOR SIDE YARD SETBACK = 1.2m (SINGLE STOREY)

**SETBACKS PROVIDED:**  
 REAR YARDS = AS SHOWN WITH 10.0m MIN. AT UNIT 19  
 FRONT YARD = 7.5m  
 EXT. SIDE YARD = N/A  
 INT. SIDE YARD = AS SHOWN WITH 5.84m MIN. AT UNIT 1  
 FRONTAGE REQUIRED = 20m  
 FRONTAGE PROVIDED = 17.1m

P:\2023\231102 Rusico - 68 Dacey Rd\Civil\04 Drawings\231102 68 Dacey 24-01-05 C1-C5.dwg

February 16, 2024

The Corporation of the City of Sault Ste. Marie – Planning Division  
Attn: Mr. Steve Zuppa  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

RE: Application No.: A-2-24-Z

Dear Mr. Steve Zuppa and all members of City Council.

I am writing this letter to express my strong opposition to A-2-24-Z the proposed re-zoning for the proposed development of 68 Dacey Rd. We respectfully insist that you reject the request for rezoning.

My husband and I have owned our property at Dacey Rd since 1987 (37 years). We are both concerned by how the planned development would not only greatly affect our lot, but many of the surrounding lots. I believe this rezoning application would benefit only the landowner at a significant cost and burden to the existing established landowners. The type of housing proposed is inconsistent with the area. Property values for the established landowners in the area will go down if multiple attached dwellings are built as they are inconsistent with the single detached dwellings built in the surrounding area. A R2 development instead of R3 would preserve value for the current residents.

The development plan in this proposal, which outlines the need to raise the land considerably both behind our property and adjacent to our property where the access road will be constructed, worries us. We currently experience increased flooding at the back of our property after the previous landowner de-forested Dacey Rd and trucked in fill, raising the land higher than the surrounding properties. Many attendees at the information session held at Pinewood P.S. on January 10<sup>th</sup>, 2024, shared similar experiences, and expressed concern regarding exacerbation of this problem. “Dry Ponds” have been proposed along the south-east of the buildings with none immediately behind our lot. There is no guarantee that these will work efficiently or eliminate the likelihood of flooding on all surrounding properties, which then passes the financial burden onto affected landowners.

The increased demand for the existing infrastructure is also a concern. My husband worked for the construction company that completed the reconstruction of Dacey Rd in 2001. He has a good understanding of the current sewer and water infrastructure in place and can see where increased demand (through residential use and water displacement due to land development) put on this existing infrastructure will create problems. There are currently two ongoing developments in the 200 block of Dacey Rd that have already increased demand for sewer and water along Dacey Rd. They are already adding flow to the aging infrastructure and their development is still not complete.

The development of five 4-unit attached rental dwellings will cause a significant concentrated increase in traffic along our property with up to 40 cars moving in and out of the narrow access road. Twenty additional households would also increase foot traffic, specifically

across our lot since pedestrians often cut across corner lots to shorten their path. There would also be an increase in light and sound pollution, and we are concerned about privacy and safety with the changes that would have to happen if this rezoning goes ahead. It's not exaggerating to say our lives would be drastically affected.

Finally, specific to our lot at Dacey Rd, the development would change our lot from a through lot to a corner lot, which guarantees our property taxes will increase while simultaneously devaluing our property. The change will subsequently increase our insurance costs and restrict how we can build on our lot in the future. The lots at Dacey and Dacey were not developed as corner lots. To preserve some of our privacy, there would also be additional financial burden to install fences which would affect the mature trees on our property that help buffer sound and reduce flooding since many of them sit close to our property line.

We do not take this lightly as this decision will have long term impact on our sense of safety, finances, overall well-being, and peaceful enjoyment of our property. For these reasons my husband and I would like to see 68 Dacey Rd remain an R2 zoning for future development.

Thank you for taking the time to review our concerns.

Kind regards,

Barbara Robineau & Kenneth Robineau  
Dacey Road  
Sault Ste. Marie, ON P6A 5K9

## Steve Zuppa

---

**Subject:** Rezoning 68 Dacey Application No: A-2-24-Z

**From:** Janet Cameron < >  
**Sent:** Monday, February 19, 2024 8:26 PM  
**To:** Steve Zuppa <s.zuppa@cityssm.on.ca>  
**Subject:** Rezoning 68 Dacey Application No: A-2-24-Z

This email originated outside of the Corporation of the City of Sault Ste. Marie.  
Do not open attachments or click links unless you verify the sender and know the content is safe.

Feb. 18, 2024

Dear Mr. Steve Zuppa;

This application No: A-2-24-Z THE Corporation #15144311 (David Peck and Tracy Buffone) for rezone 68 Dacey Road for a multiple attached dwellings total 21 residential units is extremely concerning for this area. All this area has always been all single residential dwellings it does not fit the plans for this area to rezone for multiple dwellings. This is a tight fit for the surrounding property owners.

I am against the plans to rezone this area it will compound many problems for all property owners in the area. We have safety issues, years of flooding from the raised worked land. The additional heavy traffic of twenty plus Autos of the dwellings in and out of that property combined with the high Dacey Road traffic will be a problem.

**In 2009 07 09 The City Solicitor advised the new owner not raise the level of the property negatively affect our property. Nobody from the city ever over seen those actions to protect our property.**

Dealt with years of issues. This property has contamination. The years of construction dump trucks dumping, fill, soil, gravel, changed the lay of the land that effected the surrounding property including the city roadway pooled water never like that until the loads worked this property. Raising the levels with the years of dumping fill has affected the surrounding properties. Large piles remain on the property concerns of those effects.

These properties never had the flood problems or water pooling until the land was worked. All these years since the working of the property we have flooding, pooling, mud mush, duck pools with all these worked changes.

Since we purchased our home property in 1992 nobody ever had interest in the city property clean up. We did it all since 1992. We maintained the city property lot, the property had fox dens on the mounds of soil. This was a danger to our neighbors and our children. The city lot was full of trash, glass, cans, fox dens, we cleaned the lot of trash, groomed the trees, yearly weed control, kept the grass cut the lot cleaned. We continued to care for the property with **PRIDE** all these years to **present because** it is next to our property. NO REGRETS OF THE CARE.

**Please address concerns:**

## **Why cram people into this area like an ANT HILL?**

I am against the rezone to Multiple dwellings. This area has always been zoned as a single residential dwelling area should remain zoned as single residential dwelling.

These residents had to put up with years of heavy equipment dump truck loads heavy equipment working the land which has caused issues for us the property owners. What is the resolve?

Why did the owner (Batman) of back property cut down trees on City lot against our neighbor side property? It was a city lot correct? Did Batman purchase this (lot) from the city property?

Why so many units in the back property?

Dacey Road is a high traffic area this is going to compound the issues for all residents what will be done?

Flooding properties from the back property years of dump truck loads of fill changed the levels of the property. What will be done about this problem?

This property with multi dwellings will compound problems for all the surrounding residents. This is not a good fit for this area.

Who will be responsible, maintains the dry pond?

When the pond starts holding stagnant water whose problem, responsibility will it be?

How dry will the pond stay? Recent years has been a water problem for owners.

Who will be responsible for the upkeep clearing, grooming, plowing ect. For the entrance / exit driveway?

Our home collector cabinet shelves crashed with vibration of heavy equipment, dump truck traffic in and out of the road beside our house on the city lot. What can be done now to avoid a repeat situation? What should we expect now? Thank you.

Regards,

Janet Cameron

Dacey Road

Sault Ste Marie

Ontario

## Steve Zuppa

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**Subject:** FW: Application No: A-2-24-Z, 68 Dacey Road, SSM, Ontario

---

**From:** jeff cameron <>  
**Sent:** Monday, February 19, 2024 3:20 PM  
**To:** Steve Zuppa <s.zuppa@cityssm.on.ca>  
**Cc:**  
**Subject:** Application No: A-2-24-Z, 68 Dacey Road, SSM, Ontario

This email originated outside of the Corporation of the City of Sault Ste. Marie.  
Do not open attachments or click links unless you verify the sender and know the content is safe.

Mr. Zuppa,

Dear sir:

These are some the serious concerns I have with Application No: A-2-24-Z, rezone for twenty-one multi-attached dwellings at 68 Dacey Road development.

#1, Make sure there is proper drainage between the new development and the present properties.

#2, There is proper snow removal in place, Cleaned property, maintained drive entry/exit.

#3, Dry Pond should be groomed and make sure there is not any standing water to attract mosquitoes or other insects.

#4, A wood privacy fence between the new development and the older properties would be nice.

Thank you  
Jeff Cameron  
Dacey Road

## Steve Zuppa

---

**Subject:** Written Comments re Application No. A-2-24-Z

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**From:** Natalie Atkinson < >  
**Sent:** Monday, February 19, 2024 9:11 AM  
**To:** Steve Zuppa <s.zuppa@cityssm.on.ca>  
**Subject:** Written Comments re Application No. A-2-24-Z

This email originated outside of the Corporation of the City of Sault Ste. Marie.  
Do not open attachments or click links unless you verify the sender and know the content is safe.

This is in response to the notice received regarding the proposed rezoning of 68 Dacey Road, Application No A-2-24-Z.

As residents of the neighbourhood living at River Road, this development does not fit in with the neighbourhood of single detached dwellings and should not be approved. We built our home in 2022 which is worth upwards of \$500,000. One of the main draws to buying this property on River Road was the open space in behind and particularly the beautiful treeline into the distance.

This plan does not currently meet the existing zoning because this neighbourhood was not designed for multiple attached dwellings. Although the city is classifying the development as low density, it seems to be adding a large number of homes into a postage stamp sized area and does not match the existing neighbourhood. This will increase traffic and noise in an area that was not planned for this type of development. Also given the location and the five year construction plan, this development that is planned within and surrounded by homes on all sides will be unfairly exposed to very loud noise for a number of years.

The city should be opening up the large areas of vacant land within the city that would be more suitable for this type development. We understand there is a shortage of housing, however, that should not mean that existing and long standing neighbourhoods should be detrimentally changed due to the city's lack of planning and foresight.

In closing, as residents directly affected by this rezoning, we oppose the application. The zoning should remain as R2 single detached.

Thank you for your consideration.

Rob and Natalie Atkinson  
River Road

## Steve Zuppa

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**Subject:** FW: App#A-2-24-Z - 68 Dacey Rd Concerns

**From:** Shannan Boston <>  
**Sent:** Tuesday, February 20, 2024 12:53 PM  
**To:** Steve Zuppa <s.zuppa@cityssm.on.ca>  
**Cc:**  
**Subject:** App#A-2-24-Z - 68 Dacey Rd Concerns

This email originated outside of the Corporation of the City of Sault Ste. Marie.  
Do not open attachments or click links unless you verify the sender and know the content is safe.

Good Afternoon,

I hope this email finds you well.

I am reaching out as advised in the letter received from the City to pose any concerns regarding the new development and application listed above.

This proposed residential development will drastically increase traffic in the area, which is already quite busy being the main entrance into River Road properties.

- By increasing the residential units in the area it will now put more bus users in harms way standing on the side of the road. There is a proposed sidewalk in the design, this is not the best/safest solution. The bus stop needs to be moved to the North side of the driveway, and the side walk should run down the North side of the driveway as well. Then there is no need to continue the side walk south down Dacey Rd. and having the bus stop at the end of the driveway for 68 Dacey allows for more room for people to line up to wait for the bus.
  - o There is a stop sign at the Bay St./Dacey intersection, plus another one at Queen/Dacey Intersection – now there will also be another one exiting this driveway, it will be very congested on the South side of the driveway – so I would suggest the side walk for 68 Dacey Rd be placed on the North side of the driveway with the Bus Stop can be placed at the end of the driveway/sidewalk. (which on the proposed drawing it has the sidewalk on the south side of driveway)
- Since there is only one way in and out to this property, we the surrounding neighbours would like to see the entire property fenced in to stop foot and animal traffic in the area and to neighboring lots.
- We would like to see what the proposed snow clean up looks like for this property, since this will be a privately maintained property. Where will vehicles park while snow removal is in progress? There is no room to park on Dacey R, Queen or Bay St. while clean up occurs. Dacey south of Queen Street is NOT as wide as Dacey North of Queen.
- This area is regularly visited by wildlife including Bears – so we want have assurance that the property owner will remove all garbage as required and keep area cleaned and maintained. We also don't want the refuse bin area to look like a dump with items surrounding the bins.
  - o If there becomes an issue with not emptying the bins when required – will the City assist with enforcement? Who would we contact to enforce this?
- This entrance/exit is very narrow for the amount of traffic that use the roads – has the City considered any impacts this may have on Emergency Vehicles?

Lastly, I understand there is a need for housing in this City - I am however **VERY concerned** with the sheer size and amount of units that are proposed for this small single dwelling residential area.

All homeowners in the area chose to purchase in this Area – because it was single residential and the lot sizes are larger with some privacy - Now that may be changing.

Based on the size of the lots in this area, it should only be developed to have max of 5 single units, which would match the other properties in the area.

Overall I am opposed to a 21 unit development in this area, for the reasons above.

Thank you,  
Shannan

## Steve Zuppa

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**Subject:** FW: App#A-2-24-Z - 68 Dacey Rd Re-zoning opposition

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**From:** Shannan Boston < >  
**Sent:** Tuesday, February 20, 2024 2:25 PM  
**To:** Steve Zuppa <s.zuppa@cityssm.on.ca>  
**Subject:** App#A-2-24-Z - 68 Dacey Rd Re-zoning opposition

This email originated outside of the Corporation of the City of Sault Ste. Marie.  
Do not open attachments or click links unless you verify the sender and know the content is safe.

Please add to public record:

We have seen other like areas have negative results with increased housing from concerns with safety/security and the increase of rodents and other animals.

Queen street doesn't even have sidewalks for those who live in the area now, let alone adding the families of 21 more units in this small condensed area.

Queen Street East and Dacey Rd, Royal York, River Road and surrounding roads is part of a neighborhood that was intentionally zoned single dwelling residential offering larger lot sizes, lower population than other areas of town and added privacy. There are many other areas with sufficient land elsewhere in the City to build this proposed housing site – there is no need to re-zone and change the original character and charm of this section of Sault Ste. Marie.

We have seen other like areas have negative results with increased housing from concerns with safety/security and the increase of rodents and other animals.

Queen street doesn't even have side walks for those who live in the area now, let a lone adding the families of 21 more units in this small, condensed area.

This area including 68 Dacey Rd is meant for single dwelling residential units only, not the future site of a multi residential housing project.

Thank you,  
Shannan and Shawn and many other neighbors!  
Dacey Rd.

Dear Mayor and Members of City Council,

We at Public Health Ontario lab in Sault Ste. Marie, (Shannon Morris, BSc MLT, Ashley Hodgins (MLT), Tania Cawston (MLT and Manager), Maria Simbirski (MLA and office admin), Kerry Adams (Lab Attendant), and Doris Graf (Lab Attendant)) are full time employees and are requesting council to lobby the province to reverse course on the Ministry of Health from approving Public Health Ontario (PHO) plan from the Auditor General Report recommendations. (Value for Money)

[https://auditor.on.ca/en/content/news/23\\_summaries/ag\\_AR\\_publichealth\\_en23.pdf](https://auditor.on.ca/en/content/news/23_summaries/ag_AR_publichealth_en23.pdf)

The Auditor General's report and recommendations for the Public Health Ontario were made public on December 6/23. The end result of the Auditor General report is recommending that 6 PHO labs are to be closed with SSM PHO lab being one of the 6 labs to be closed.

The Auditor General only went to four labs with the furthest northern lab being Sudbury. The Auditor General interviewed medical officers from 8 out of 34 Public Health units with the most northwest being Sudbury. In the Auditor General's report they said multiple times that they are making these recommendations to lessen the inequities in health care for Ontarians. The Auditor General did not hear the voices of Northern Ontarians and about how we already face health care inequities because of our distance from Southern Ontario and lack of health care professionals and services in Northern Ontario. I feel that the Auditor General's selection of medical officers they interviewed and the selection of PHO labs they visited does not represent Northern Ontario fairly.

In the title of the Auditor General report "Value for Money Audit", it is the financial considerations the Auditor General is basing their decisions on and not thinking about the inequities of health care services in Northern Ontario. The Auditor General report is recommending to close 6 out of 11 labs. 4 of the labs being in the first phase of closing and the SSM lab is one of the labs in the first phase.

The statistics that were published in the Auditor General's report of samples received and samples sent out are as a result of PHO gradually taking away testing SSM was doing previously. By PHO taking testing away from SSM PHO lab the statistics are now skewed and testing sent out is very high because of all the testing taken away from our lab. We have the expertise, experience and knowledge to perform more testing for SSM and Northern Ontario and improve the testing turnaround times locally.

For Sault Ste. Marie, there will be a loss of 8 full time female positions of skilled and experienced Medical Laboratory Technologists and Lab Attendants. Out of the 8 full time jobs there are 4 Medical Laboratory Technologists with the combined years of experience being 104 years. This is an astronomical loss of expertise in a field of MLTs. The Conservative government has made tuition for the MLT program free to attract people to become MLTs due to the shortage of MLTs. Our SSM PHO lab can contribute to help better the health care of Northern Ontario citizens by increasing the testing at the SSM PHO lab and not closing it.

COVID is a prime example of how there is a disservice to SSM citizens and the citizens of Northern Ontario. People of our community were waiting 10+ days for their COVID results. This could have been avoided if PHO added PCR COVID Testing to the SSM lab. There was the experience and expertise in the SSM to run the tests.

It was reported by Algoma Public Health that there is a high percentage of Sexually Transmitted Infections (STI) in SSM. In the SSM lab we currently assess the STI slides and report STIs such as gram negative diplococci which is Neisseria gonorrhoea as well as Trichomonas. The SSM PHO lab can contribute to decreasing STI infections in the SSM area by decreasing turnaround times by testing locally.

It was mentioned in the Auditor General Report of the gradual discontinuation of the private drinking water testing. Many rural communities rely on us to test their waters, and what does this mean to the Safe Drinking Water Act? Does it not apply to all Ontarians?

A few of the community safety concerns are:

- 30,000 citizens of SSM currently without a doctor (almost half the population of 70,000)
- unable to attract and retain Dr.'s due to lack of clinical/diagnostic testing and health care services in SSM
- should be increasing health care services including lab testing instead of closing our lab to support doctors in the treatment of patients
- Lab staff (including Shannon Morris who is also a casual MLT) at Sault Area Hospital already overburdened with lab testing from Critical care (ER, ICU, wards) and with the closure of PHO SSM Lab they will have to do more community testing putting critical care patients at risk

AND

- Risk to tourism and safety concerns-
  - No more beach water testing, no more spa/pool testing for hotels and rec centres such as John Rhodes and YMCA
  - No more Provincial Park water testing- drinking water safety concerns

The distance from Sudbury to Thunder Bay PHO labs is an 11 hour drive by car. I'm not sure if the Auditor General or the decision makers understand the geographical coverage of Northern Ontario and the distance between cities/towns and the lack of health care services Northern Ontario citizens face. Sample integrity will be compromised!

PHO is taking the recommendations that the Auditor General gave in their report and implementing it in their plan. Before PHO moves on with their plan, they need approval of the Ministry of Health. We're not sure of the timeline this approval will take.

I am asking you to help us fight for the SSM PHO lab to better health care in SSM and in Northern Ontario. Show the Minister of Health that there is more to Ontario than the places where the majority of the citizens live, Southern Ontario. Toronto is not the solution to everything in Ontario. In addition to the closure of the PHO lab in SSM causing Northern

Ontario citizens additional inequities in health care, there will be a lot of implications for isolated and Indigenous communities with the closure of the SSM PHO lab.

Please fight for SSM and Algoma, as closing the PHO lab in SSM, instead of increasing testing we do locally creates more inequities in health services and health care in SSM then we already incur. Please talk to Ross Romano and the Minister of Health and ask them not to approve the PHO plans suggested by the Auditor General as it is not in the best interest of SSM and Algoma citizens. During COVID, PHO and the Conservative government should have seen the importance of all of the PHO labs.

We at PHO SSM lab would like to make the citizens of SSM aware that we have a petition that will be presented to the Ontario Legislature. We are encouraging all citizens to sign the petition. If anyone in SSM would like a copy of the petition so they can bring to their friends, family, coworkers to get signatures they can reach out to us at PHO Lab located at 160 McDougald St. or email Shannon Morris at [shanmorris1@gmail.com](mailto:shanmorris1@gmail.com) We require the original copies of the petitions once signed.

Thank you for your time,

Lori D'Ettorre, MLT, Shannon Morris, BSc MLT, Ashley Hodgins MLT, Doris Graf, Maria Simbirski, Kerry Adams, Amanda Collins

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2024-16**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and 2601202 Ontario Ltd. O/A Northern Transit and Arena Advertising Agency (NTAAA) for the provision of selling advertising on City Transit Buses.

**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 20, 2024 between the City and 2601202 Ontario Ltd. O/A Northern Transit and Arena Advertising Agency (NTAAA), a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of selling advertising on City Transit Buses.

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 20<sup>th</sup> day of February, 2024.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

"Schedule A"  
**AGREEMENT**

**SAULT STE. MARIE, ONTARIO**

THIS AGREEMENT made this 20<sup>th</sup> day of February, 2024

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(the "City")

OF THE FIRST PART

AND

**2601202 ONTARIO LTD.**  
**O/A NORTHERN TRANSIT AND ARENA ADVERTISING AGENCY (NTAAA)**  
(the "Company")

OF THE SECOND PART

**WHEREAS** the City issued a Request for Proposal for a Contractor to sell advertising on City Transit Buses and Parabuses under File #2023CDE-CS-TR-05-P (the "RFP"), a copy of which RFP is appended as *Schedule "A"* to this Agreement;

**AND WHEREAS** the Company submitted a Proposal dated December 15, 2023) (the "NTAAA Proposal") in response to the RFP, a copy of which NTAAA Proposal is appended as *Schedule "B"* to this Agreement;

**AND WHEREAS** the City selected the NTAAA Proposal as the successful proponent for the RFP, subject to the terms and conditions hereinafter contained;

**NOW THEREFORE** in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

**1. TERM**

The Agreement shall be for a term commencing March 1, 2024 and ending on February 28, 2029 (the "Term"). The City reserves the right to negotiate one (1) additional two (2) year extension by mutual agreement with the Company thereafter (the "Extended Term").

## 2. DESCRIPTION OF WORK

- (a) The parties hereto acknowledge and agree that the RFP and the NTAAA Proposal, together with the within Agreement sets out the rights and obligations of the parties with respect to the selling of advertising on City Transit Buses and Parabuses. The parties further acknowledge and agree that all references to the word Agreement herein include *Schedules "A" and "B"* appended hereto.
- (b) The Company shall provide all that is necessary and required to perform the work described and set out in the Agreement at its sole risk and expense.
- (c) The Company shall perform all work required under this Agreement in a good, professional and skilled manner.
- (d) The Company shall have the right to sell "Advertising" in the forms as defined in Section 3(a) of this Agreement for only those City Transit Buses and Parabuses owned and operated by the City as specified in Section 4 – "Transit Fleet Description" of *Schedule "A"* to the Agreement (the "Current Fleet").
- (e) The Company shall have the right to place "Advertising" in the forms as defined in Section 3(a) in only those locations of the Current Fleet as particularized in Section 4 – "Transit Fleet Description" of *Schedule "A"* to the Agreement (the "Advertising Locations") and in accordance with Section 3 of this Agreement.
- (f) The parties hereto acknowledge and agree that the Current Fleet complement and Advertising Locations are subject to change during the Term at the sole discretion of the City.
- (g) During the Term or any extension thereof, the City may identify additional advertising opportunities, locations and forms for Advertising (the "Additional Advertising"). The City reserves the right to negotiate with the Company for the addition of such Additional Advertising to this Agreement.
- (h) The Company hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the Current Fleet or any part thereof, for use by the Company. The Company acknowledges that it has carried out an inspection of the Current Fleet specifically to satisfy itself concerning the suitability of same for all matters arising under this Agreement and further, that it shall use the Current Fleet in carrying out its obligations under this Agreement on an "as is where is" basis.

## 3. ADVERTISING

### ***(a) Advertising Forms Defined***

All Advertising sold and installed by the Company in the Advertising Locations of the Current Fleet shall be in a fixed printed form and be in one of the following formats:

- i. exterior signage in card form;
- ii. interior signage in card form;
- iii. full body wrap; or
- iv. partial body wrap.

***(b) Rules Applicable to All Advertising Forms***

- i. The Company shall obtain the City's express written approval for each and every Advertising design sold pursuant to this Agreement prior to any production of same.
- ii. The parties hereto acknowledge and agree that no Advertising shall be installed on a City Transit Bus or Parabus unless such Advertising has been approved by the City in accordance with Section 3(b)i. above.
- iii. The Company shall not sell or install any Advertising that is of a political, religious or immoral nature. The City may remove any Advertising or part thereof from the Current Fleet that the City deems, in its sole discretion, to be objectionable.
- iv. The parties hereto acknowledge and agree that the City may remove any Advertising or part thereof that the City determines, in its sole discretion, impedes the safety of motorists and/or pedestrians.
- v. In the event that the City removes any Advertising or part thereof in accordance with Sections 3(b)iii. and iv. above, the Company shall pay any and all charges and expenses incurred by the City for such removal immediately upon demand by the City and the Company shall further make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.

- vi. The City shall not be responsible for any vandalism or other damage to any Advertising, howsoever caused. In the event of damage to the Advertising or any part thereof, the Company shall forthwith effect such repairs to the satisfaction of the City on such terms as determined by the City, in the City's sole discretion and at the Company's sole cost and expense. In the event that the City determines, in its sole discretion, that the damage to the Advertising or any part thereof is of such a nature that repairing same is not appropriate, the Company shall forthwith remove same from the City's Fleet and make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- vii. In the event that the Company fails to comply with its obligations under Section 3(b)vi. above, the City may, in its sole discretion, remove the Advertising or part thereof and the Company shall pay any and all charges and expenses incurred by the City for such removal immediately upon demand by the City. In such event, the Company shall further make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- viii. In the event that the Company fails to repair damage caused to the City's Current Fleet following removal of any Advertising in accordance with Sections 3(b)v.-vii. inclusive, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.
- ix. The parties hereto acknowledge and agree that the City shall not be responsible for providing any storage for the Company's Advertising not installed on its Current Fleet. In the event that the Company fails to promptly remove such Advertising from City property, the parties hereto acknowledge and agree that the City may store such Advertising at a location of its discretion and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for such storage.
- x. The parties hereto acknowledge and agree that the Company shall maintain an inventory of all Advertising that forms the subject matter of this Agreement.
- xi. The Company shall complete any and all maintenance required for the Advertising at its sole risk and expense.
- xii. The Company shall secure the necessary financing, labour, services, equipment, permits and approvals prior to commencing any work relating to this Agreement. The Company further represents and warrants that it shall obtain all necessary approvals and authorizations for any and all Advertising it shall design, produce, install or cause to be installed on the

City's Current Fleet to ensure that such Advertising does not infringe on any person(s) copyrights, trademark rights or other proprietary interests. The Company shall ensure that all Advertising designed, produced, sold and installed complies with any municipal, provincial and federal laws, regulations and orders, and any other pertinent codes and legislation.

***(c) Further Rules Applicable to Exterior and Interior Signage in Card Form***

- i. The Company shall provide all necessary labour, materials, equipment, contractors and subcontractors to complete the design and production of all exterior and interior signage in card form. The Company shall assume full responsibility for all activities, costs and expenses related directly and/or indirectly to same.
- ii. The Company shall select the individual City Transit Bus and/or Parabus that all exterior and interior signage in card form shall be installed by the City in accordance with paragraph 3(c)iv. and provide the City with notice of such particulars in writing.
- iii. The Company shall deliver any and all exterior and interior signage in card form to the City for installation by the City in accordance with paragraph 3(c)iv. below. The Company shall be responsible for all activities, costs and expenses related directly and/or indirectly to same.
- iv. The City shall supply all necessary racks, labour, materials, equipment and contractors for the installation and removal of all exterior and interior signage in card form at its sole expense.
- v. The Company shall provide the City with reasonable notice in writing when each exterior and interior signage in card form shall be removed by the City.
- vi. The parties hereto further acknowledge and agree that the City shall not be responsible for any damage or destruction to any exterior or interior signage in card form or any part thereof sustained in the installation or removal of same from the City's Fleet. In the event of such damage or destruction following such installation or removal, the parties hereto acknowledge and agree that the provisions of Section 3(b)vi.-vii. shall apply.

- vii. The parties hereto further acknowledge and agree that the Company shall make good any damage caused to the City's Current Fleet the installation or removal of all exterior and interior signage in card form at its sole risk and expense. In the event that the Company fails to repair damage caused to the City's Current Fleet following such installation or removal, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.

***(d) Further Rules Applicable to Full and Partial Body Wrap***

- i. The City shall determine shall have exclusive authority for determining the number of City Transit Buses and Parabuses that shall be made available to the Company for full body wrap and partial body wrap.
- ii. The Company shall provide all necessary labour, materials, equipment, contractors and subcontractors to complete the design, production, installation and removal of all full body wraps and partial body wraps. The Company shall assume full responsibility for all activities, costs and expenses related directly and/or indirectly to same.
- iii. At the end of each Advertising contract for full body wraps and/or partial body wraps, the Company shall promptly remove all such full and/or partial body wraps from the relevant City Transit Bus and/or Parabus and dispose of same.
- iv. The Company shall make good any damage caused to the City's Current Fleet by such installation or removal of full and/or partial body wrap at its sole risk and expense, including but not limiting to restoring the City Transit Buses and/or Parabuses to their original paint scheme. In the event that the Company fails to repair the damage caused to the City's Current Fleet following the installation and/or removal of any Advertising, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.

**4. UNSOLD ADVERTISING SPACE**

- (a) The City shall have the exclusive right to utilize any Advertising Location in the Current Fleet for the advertising and/or promotion of City programs when the aforesaid Advertising Location is available and has not been sold by the Company.
- (b) The City shall have the exclusive right to post notices, warnings or other forms of self-promotion in any area of the Current Fleet that is not specified herein as an Advertising Location.

- (c) In the event that the City exercises its rights under this section of the Agreement, the parties hereto acknowledge and agree that no compensation shall be paid or be payable by the City to the Company for such advertising or use.

## 5. PAYMENT

- (a) During each of Years One (1) through Five (5) inclusive of the Term, the Company shall pay to the City a licensing fee in the following amounts:
- i. Year One – March 1, 2024 to February 28, 2025 – Sixty Thousand (\$60,000.00) Dollars plus HST;
  - ii. Year Two – March 1, 2025 to February 28, 2026 – Sixty-Two Thousand (\$62,000.00) Dollars plus HST;
  - iii. Year Three – March 1, 2026 to February 28, 2027 – Sixty-Four Thousand (\$64,000.00) Dollars plus HST;
  - iv. Year Four – March 1, 2027 to February 28, 2028 – Sixty-Six Thousand (\$66,000.00) Dollars plus HST; and
  - v. Year Five – March 1, 2028 to February 28, 2029 – Sixty-Eight Thousand (\$68,000.00) Dollars plus HST.
- (b) Payment of the licensing fees referred to in Section 5(a)ii.-v. inclusive above shall be made in twelve (12) equal installments, payable by the Company to the City on or before the twentieth (20<sup>th</sup>) day of each month of Years Two (2) through Five (5) inclusive of the Term. During Year One, payment of the licensing fee referred to in Section 5(a)i. above shall be made in eleven (11) equal installments commencing on April 20, 2024 and on or before the twentieth (20<sup>th</sup>) day of each month of Year (1) thereafter.
- (c) In addition to the licensing fees referred to in Section 5(a)i.-v. inclusive above, the Company shall pay to the City five (5%) percent of the Company's Total Annual Gross Billings for Advertising on or before April 15<sup>th</sup> of the year that follows, specifically:
- i. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year One shall be payable by the Company to the City on April 15, 2025;
  - ii. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Two shall be payable by the Company to the City on April 15, 2026;

- iii. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Three shall be payable by the Company to the City on April 15, 2027;
  - iv. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Four shall be payable by the Company to the City on April 15, 2028; and
  - v. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Five shall be payable by the Company to the City on April 15, 2029.
- (d) The parties hereto acknowledge and agree that reference to the word "Billings" herein means actual Gross Annual Advertising Billings made by the Company for Advertising related to this Agreement, and not actual Advertising fees collected by the Company pursuant to this Agreement.
- (e) The Company acknowledges and agrees that it shall not accept "Contra Advertising", defined herein as Advertising for which payment is in the form of goods or services furnished to the Company, for which no money is exchanged, for Advertising sold pursuant to this Agreement, unless dollar values are declared and included by the Company in the Annual Gross Billings for the applicable Calendar Year of the Term.
- (f) The Company further acknowledges and agrees that it shall not sell Advertising to charitable or non-profit organizations for which no fee is charged. Under no circumstances shall the Company accept tax receipts or credit for Advertising space considered to be a charitable donation by charitable or non-profit organizations, unless the Company declares full dollar value for such Advertising sold and includes same in the Annual Gross Billings for the applicable calendar year of the Term.

## **6. ACCOUNT RECORDS**

- (a) The Company shall produce all books, accounts and records of the Company relevant to this Agreement to the City for inspection upon demand by the City for same and on reasonable notice.
- (b) The Company shall, at the end of each calendar year during the Term of this Agreement, transmit to the City an Annual Audited Statement of Gross Billings prepared by a Chartered Accountant in accordance with the reporting requirements of the Canadian Institute of Chartered Accountants.
- (c) The City may require the Company to participate in an audit by an independent Chartered Accountant or public accounting firm of the City's choosing after reviewing the account records of the Company referred to in this Section of the Agreement at the end of each Calendar Year of the Term. The Company agrees

that it shall comply and participate in such an audit process if so required by the City at the end of each calendar year of the Term.

## **7. INTERFERENCE, WASTE OR NUISANCE**

The Company shall not do or cause to be done, any action which would damage, waste disfigure or injure any property owned by the City. The Company shall further conduct itself and perform the work set out in this Agreement in a manner which does not interfere with the operation of the City's Current Fleet and which does not otherwise cause a nuisance. Any costs incurred by the City to repair the City property, Current Fleet or otherwise resulting from such waste and nuisance as set out herein shall be payable by the Company to the City immediately upon demand by the City.

## **8. ASSIGNMENT AND TRANSFERABILITY**

- (a) Except as otherwise provided in this Section, the rights and obligations created by this Agreement are exclusive to and shall not be transferred or assigned by the Company (by operation of law or otherwise), without the prior express written consent of the City.
- (b) The parties hereto agree that the assignee of the Company, if such an assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment. Further, the Company acknowledges and agrees that any such assignment or transfer, if so authorized by the City, shall not relieve the Company of any responsibility for the proper commencement, execution and completion of all work as set out in this Agreement, and that the Company shall either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if the Company were continuing to perform the work with their own plant and employees.

## **9. PROPRIETARY RIGHTS**

- (a) The parties hereto acknowledge and agree that this Agreement in no way confers title to the Advertising to the City, and that the Advertising and any part thereof is the property and title of the Company.

- (b) The parties hereto further acknowledge and agree that this Agreement in no way confers any rights, benefits or title in the City Transit Buses, City Parabuses or any other City Property to the Company and that the City Transit Buses, City Parabuses and all property owned by the City and any part thereof is the property, title and right of the City.

#### **10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The parties hereto acknowledge and agree that the City is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"). The Company shall comply with the MFIPPA to ensure privacy laws are conformed to for all matters arising directly or indirectly from this Agreement.

#### **11. INSURANCE**

- (a) Prior to the commencing any work under this Agreement and for the entire duration of the Term, the Company shall maintain at its sole expense, Comprehensive Commercial Liability Insurance, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Contingent Employers Liability and shall contain a Cross Liability Clause protecting the City Corporation as if separately insured, to a minimum of Two Million (\$2,000,000.00) Dollars inclusive per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in in connection with the Company's use of Property owned by the City, the Company's Advertising or any other matters under directly or indirectly from this Agreement.
- (b) The parties hereto acknowledge and agree that the amount of coverage as set out herein shall be reviewable every year during the Term and subject to adjustment at the sole discretion of the City.
- (c) Each insurance policy referenced herein shall name The Corporation of the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the City, confirming the above coverages are in effect for the Term, and for the Extended Term if applicable, shall be provided to the City on or before March 1, 2024 during Year One of the Term and on March 1<sup>st</sup> thereafter for the balance of Years Two (2) through Year Five (5) inclusive of the Term, and further March 1<sup>st</sup> of each year in the Extended Term if applicable.

- (d) The taking out of insurance shall not limit the Company's liability under this Agreement. The Company acknowledges and understands that liability insurance coverage responds only for the use of Property owned by the City for the purpose(s) as specified in this Agreement.

## **12. LIMITED LIABILITY AND RELEASE**

The Company hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the Company further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Company or to anyone for whom the Company may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Company or any of the Company's agents, employees and contractors in relation to or in connection with the Company's use of Property owned by the City or any other matters under this Agreement.

## **13. INDEMNITY**

- (a) The Company shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any actions, causes of action, interest, claims, demands, damages, expenses, loss or costs (including without restriction legal costs on a substantial indemnity basis) which the City may bear, suffer, incur, become liable for, or be put to by reason of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Company's use of property owned by the City, the Company's Advertising, the Company's breach or violation of non-performance of any provision of this Agreement, the work covered by this Agreement, or by reason of or arising out of any act, neglect or default by the Company or any of its agents or employees or any other person or persons.
- (b) The Company further covenants and agrees that the indemnity herein contained shall extend to all claims, loss, costs and damaged by reason of or arising out of improper or faulty erection of equipment erected or installed in connection with this Agreement by the Company, its servants or agents, whether or not these have been approved by the City, its servants or agents.
- (c) The Company shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the property owned by the City, the Company's Advertising and any other matters arising directly and indirectly from this Agreement and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including without restriction legal costs on a substantial indemnity basis) which the City

may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Company with such Laws, By-Laws, Rules and Regulations.

- (d) The Company shall obtain all necessary approvals and authorizations for any and all Advertising it shall design, produce, install or cause to be installed on the City's Current Fleet to ensure that such Advertising does not infringe on any person(s) copyrights, trademark rights or other proprietary interests and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including without restriction legal costs on a substantial indemnity basis) which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Company of this Agreement, by reason of or arising out of any act, neglect or default by the Company or any of its agents, employees or any other person(s), and by the Company's noncompliance with any applicable Laws, By-Laws, Rules and Regulations.
- (e) The Company shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from its use of property owned by the City, the Company's Advertising and any other matters arising directly or indirectly from this Agreement.

#### **14. HEALTH & SAFETY, AND WSIB**

Prior to completing any work under this Agreement, the Company and any contractor(s) or subcontractor(s) employed by them shall comply with the City's Contractor Prequalification Program all requirements of the *Occupational Health and Safety Act* and its regulations; including, but not limited to, providing proof of compliance with WSIB requirements (maintain current WSIB Clearance Certificate on file with the City for duration of onsite work), providing proof of Commercial General Liability Insurance (minimum of Two Million (\$2,000,000) Dollars per occurrence) to the satisfaction of the City for duration of onsite work; and compliance with the City's Contractor Pre-Qualification Policy, including but not limited to WSIB Coverage, Liability Insurance Coverage and Safe Work Practices. The Company shall further ensure that the requirements as set out herein apply to any subcontractors employed by the Company.

#### **15. TERMINATION**

- (a) The City may, at its option, terminate this Agreement, in whole or in part, whenever the City determines in its sole discretion that such termination is in the best interests of the City without the necessity of showing cause or reason. In such event, the City shall provide the Company with thirty (30) days' written notice to the Company.

(b) Further, in the event of default the City may, at its option, terminate this Agreement. The following events constitute default:

- i. if the Company makes a material misrepresentation to the City in connection with this Agreement;
- ii. if the Company becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
- iii. if a receiver is appointed over any of the Company's property or undertakings; or
- iv. a material breach of this Agreement.

(c) Upon expiration of the Term of this Agreement or upon earlier termination of this Agreement, and provided that the City and the Company fail to negotiate a new Agreement as set out in Section 1 above, the Company shall promptly remove and dispose of all Advertising from the Current Fleet. The Company shall further make good any damage caused to the City's Current Fleet by the Advertising or removal of same at its sole risk and expense. In the event that the Company fails to repair the damage caused to the City's Current Fleet following the removal of any and all Advertising, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.

(d) The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.

(e) Paragraphs 2(a)(h), 3, 5, 6, 7, 8(b), 9, 11, 12 and 13 of this Agreement survive the termination of this Agreement.

## **16. BINDING AGREEMENT**

The City covenants that he has good right, full power, and absolute authority to grant this Agreement to the Company and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers. The Company covenants that he has good right, full power, and absolute authority to grant this Agreement to the City and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

## **17. NOTICE**

Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering or mailing the notice to:

in the case of notice to the City to:

The Corporation of the City of Sault Ste. Marie  
 Attention: Assistant City Solicitor  
 Legal Department  
 99 Foster Drive, P.O. Box 580  
 Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Company to:

2601202 Ontario Inc.  
 O/A Northern Transit and Arena Advertising Agency (NTAAA)  
 Attention: Mark Burgess, Chief Executive Officer  
 3171 Kingsway  
 Sudbury, Ontario P3B 2G5

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4<sup>th</sup> business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1<sup>st</sup> day next following the dating of faxing. If the notice is sent by e-mail, the notice shall be deemed to have been received on the same day that the e-mail was sent.

## **18. AMENDMENTS**

The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

## **19. ENTIRE AGREEMENT**

This Agreement and the Schedules appended hereto contains the entire agreement between the parties hereto and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the parties hereto. The City acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except as expressly set out in this Agreement.

## **20. EXECUTION**

This Agreement shall not be in force or bind either of the parties hereto until executed by both the parties named herein.

**21. GOVERNING LAW**

This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement this 20<sup>th</sup> day of February, 2024.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Per: \_\_\_\_\_  
Name: MATTHEW SHOEMAKER  
Position: Mayor

Per: \_\_\_\_\_  
Name: RACHEL TYCZINSKI  
Position: City Clerk

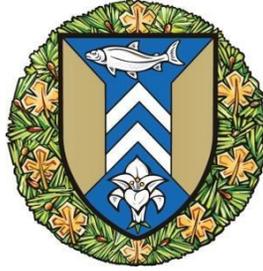
*\*We are authorized to bind the Corporation of the City of Sault Ste. Marie*

**2601202 ONTARIO LTD. O/A NORTHERN TRANSIT AND ARENA ADVERTISING AGENCY (NTAAA)**

Per: \_\_\_\_\_  
Name: Mark Burgess  
Position: Chief Executive Officer

*\*I am authorized to bind 2601202 Ontario Inc. O/A Northern Transit and Arena Advertising Agency (NTAAA)*

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



*Corporate Services  
Finance Department  
Purchasing Division*

*Karen Marlow  
Manager of Purchasing*

## **Request for Proposal**

### **TRANSIT BUS ADVERTISING SALES**

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**File: 2023CDE-CS-TR-05-P  
November 23, 2023**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**REQUEST FOR PROPOSAL**  
**TRANSIT BUS ADVERTISING SALES**

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The Corporation of the City of Sault Ste. Marie invites you to submit a Proposal to provide Advertising Sales for the City Transit Buses and Parabuses.

The purpose of this request is to prompt a response from experienced Proponents interested in Advertising Sales on these vehicles.

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed to Nicole Maione, Manager-Transit & Parking, City of Sault Ste. Marie, [n.maione@cityssm.on.ca](mailto:n.maione@cityssm.on.ca).

If you are in a position to bid on this work, the completed Form of Proposal and any required attachments and schedules must be submitted prior to the closing date and time. You are encouraged to make a full copy of the document for your file.

We look forward to receiving your response.

Yours sincerely,

Karen Marlow  
Manager of Purchasing

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## **SECTION 1**

### **1. INFORMATION TO PROPONENTS**

#### **1.1 Introduction**

The Corporation of the City of Sault Ste. Marie (“the City”) is seeking Proposals from qualified Proponents for the sale of Advertising on the City’s Transit Buses and Parabuses. This Advertising will be in fixed printed form and consist of exterior and interior signage in card form, and full and partial body wraps.

The City’s Transit & Parking Division may identify additional advertising opportunities and locations; and reserves the right, at its sole discretion, to negotiate to add advertising to this Contract for these opportunities with the successful Proponent. Digital Signage may be considered in the future to be added to the Contract.

#### **1.2 Date, Place and Methodology for Submitting Proposals**

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until Friday, December 15, 2023 at 4:00 p.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent’s expense.**

**Electronic submissions** must be sent to the following email address:

[Proposals.Purchasing@cityssm.on.ca](mailto:Proposals.Purchasing@cityssm.on.ca)

with this subject line:

Proposal – Electronic Submission – Transit Bus Advertising Sales, File #2023CDE-CS-TR-05-P

Electronic submissions must be in pdf format only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Proposal are limited to 10 MB or less for mailing purposes. If submission is larger than 10MB, send in multiple emails marked as 1 of #; 2 of #; etc. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City’s email server will be the official time of receipt. Proponents should recognize that delays may develop during delivery of electronic submissions of a proposal and submit their proposal well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or hand delivery.

**Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.**

**Printed submissions** must be sealed in an envelope or package properly marked as to contents (“Transit Bus Advertising Sales, File #2023CDE-CS-TR-05-P”) and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie  
Attn: Manager of Purchasing  
99 Foster Drive – Level 2  
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to twenty (20) pages, single sided including appendices; a Letter of Introduction; **and required completed Form of Proposal (Section 3).**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as “**Original**” and three (3) sets marked as “**Copy**”.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

**The Contact Person for this RFP is Nicole Maione, Manager-Transit & Parking, telephone 705-759-5434, email [n.maione@cityssm.on.ca](mailto:n.maione@cityssm.on.ca)**

It will be the Proponent’s responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

### **1.3 Errors, Omissions, Clarifications**

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email only to; Nicole Maione, Manager-Transit & Parking, telephone 705-759-5434, email [n.maione@cityssm.on.ca](mailto:n.maione@cityssm.on.ca)**

General bidding process inquiries should be directed (by email preferred) to Kristine Thomas, Senior Purchaser; telephone 705-759-5296; email [k.thomas@cityssm.on.ca](mailto:k.thomas@cityssm.on.ca).

### **1.4 Withdrawal/Decline of Proposal**

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

### **1.5 Informal Proposals**

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed by an authorized officer of the Proponent's firm.

### **1.6 Proposal Evaluation**

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process. The proponent shall outline:

- 1) Firm's demonstrated expertise in programs of similar scope. Include relevant past experience on similar projects and professional representative experience including references and key personnel;
- 2) Detailed proposed work plan and methodology to be undertaken, including any other information or content relevant to the completion of project; and
- 3) A fee or commission schedule (showing HST as extra).

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. Negotiations will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

**IMPORTANT:** The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

### **1.7 Site Inspection and Requirements of Work**

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract and shall be kept current for the duration of the Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Shelley Olar, Risk Manager, telephone 705-759-5768 or by email to [s.olar@cityssm.on.ca](mailto:s.olar@cityssm.on.ca). Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

### **1.8 Proposal Left Open**

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

### **1.9 Schedule**

- (A) Release of RFP: November 23, 2023
- (B) Question Close: December 8, 2023
- (C) Submission of Proposal: December 15, 2023
- (D) Recommendation of Award: January/February 2024
- (E) Commencement of Services: March 1, 2024

The City reserves the right to alter the scheduling of items "D" to "E". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

### **1.10 Incurred Costs**

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

### **1.11 Alterations to Documents**

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

### **1.12 Confidentiality & Post-Award Comment**

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

### **1.13 Municipal Freedom of Information & Protection of Privacy Act**

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

### **1.14 Indemnification and Insurance**

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

In addition to the Insurance required for compliance with the requirements of the City's Contractor Pre-Qualification Program, the successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the Project.

### **1.15 Agreement for Services**

The successful Proponent will be required to enter into an Agreement with the City. The City will prepare the Contract based upon the City's issued Request for Proposal (as Schedule to the Agreement) and the Proponent's submitted Proposal (as Schedule to the Agreement). The terms of the Contract will include, but not be limited to, the following:

- the length of the agreement - five (5) year term. The City reserves the right to negotiate an additional two (2) year extension by mutual agreement;
- payments to City – payment schedule as proposed in accordance with Section 2.8 below;
- additional items – as deemed necessary by the City's Legal Department

## **SECTION 2**

### **2. TERMS OF REFERENCE**

#### **2.1 *Introduction***

The Corporation of the City of Sault Ste. Marie (“the City”) is seeking Proposals from qualified Proponents for the sale of Advertising on the City’s Transit Buses and Parabuses. This Advertising will be in fixed printed form and consist of exterior and interior signage in card form, and full and partial body wraps.

The City’s Transit & Parking Division may identify additional advertising opportunities and locations; and reserves the right, at its sole discretion, to negotiate to add advertising to this Contract for these opportunities with the successful Proponent. Digital Signage may be considered in the future to be added to the Contract.

#### **2.2 *City Bus & Parabus Fleet***

The successful Proponent will have the right to sell advertising on twenty-six (26) 40’ buses, three (3) 35’ Community Buses and nine (9) Para- Buses (current fleet – subject to change during Contract) including interior and exterior advertising racks; as well as full & partial body concept advertising. Any full body advertising that covers the side windows must be done in a way that both the driver and passengers can still see outside.

The City of Sault Ste. Marie reserves the right to utilize advertising space on the buses and parabuses for the advertising and/or promotion of City programs when space is available and unsold. The City further reserves the exclusive right to post notices, warning or other forms of self-promotion in areas on the buses and parabuses not dedicated to normal paid advertising. No compensation will be paid to the successful Proponent for these notices or self-promotion advertisements.

#### **2.3 *Signage***

Details of the racks available for advertising signage on the City’s buses and parabuses is provided in Section 4 – Transit Fleet Description. All design, and production of card type signage are the responsibility of the successful Proponent, at its own expense. Supply of the racks; and installation and removal of the signage is the responsibility of the City.

The City of Sault Ste. Marie will determine how many buses or parabuses can be available for a full or partial body wrap. All design, production and installation are the responsibility of the successful Proponent, at its own expense. All designs shall be approved by the City prior to production. The City shall have the right to require the removal of any ad should it impede the safety of motorists and or pedestrians. At the end of the advertising contract, the successful Proponent will be responsible for removing the wrap, restoring the bus to its original paint scheme, and repairing any damage caused by the advertising wrap.

The successful Proponent will be responsible for delivery of the card type signage for installation by the City's forces as well as prompt removal of signage at the end of the advertising contract. The City will not provide storage for signage not installed on its buses and parabuses.

The successful Proponent will be responsible for selecting the individual bus or parabus that signage is to be installed upon; and managing the unit location and inventory of all signage. Ownership of the signage remains with the successful Proponent.

The City is not responsible for vandalism or other damage to the signage. Damaged signage will be removed or repaired promptly.

#### **2.4 Advertising Content**

The successful Proponent will avoid selling advertising which is of a political, religious or immoral nature. The City may remove any advertisement which the City, at its sole discretion, determines to be objectionable. The successful Proponent will ensure that all advertising sold conforms with Federal and Provincial laws, regulations and orders.

#### **2.5 Experience & References**

An important evaluation criterion will be demonstrated experience in the sales of advertising to be displayed on Transit Buses and Parabuses for Transit Systems of similar size to that of Sault Ste. Marie. Proposals shall include details of the experience of the Principals and other Key Personnel. Proposals which do not demonstrate suitable experience will not be considered.

The City may also examine the Proponent for responsibility. Responsibility shall include such measures as financial stability, references, and other information related to responsibility.

Proponents are required to provide a minimum of four (4) references. These should include personal, professional and financial parties with whom the Proponent has had relationships with in the last five (5) years.

#### **2.6 Methodology**

Detail the marketing, methodology and systems that the Proponent plans to use to enhance advertising sales on a local, regional and national basis. Emphasize how revenue to the City will be maximized. Successful experience and quality of performance on past and/or existing contracts should be presented for review. Examples of signage should also be included.

Value Add - Outline any additional services which may be beneficial to delivery and completion of the Project.

## **2.7 Contract Duration**

The right to sell advertising will be for a five (5) year period commencing March 1, 2024, ending February 28, 2029. The City reserves the right to negotiate an additional two (2) year extension by mutual agreement.

The City of Sault Ste. Marie reserves the right to terminate the Contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving thirty (30) day written notice to the successful Proponent.

## **2.8 Payments to the City**

The City expects that Proponents will propose a Payment Schedule that will consist of a fixed Annual Fee (HST is extra and will be remitted with the payments) to the City in each year of the Contract plus a percentage of Gross Annual Billings in exchange for the right to sell Advertising on the City's Transit buses and parabuses (HST is extra and will be remitted with the payments). Annual Fee may be paid in one (1) lump payment or monthly over the 12-months. Gross billings will be annual, paid the month after the period close. For example, Year 1 (end February 28, 2025) payment to be paid in March 2025.

Alternative Payment Proposals (HST extra and remitted with the payment) may be considered at the City's sole discretion during evaluation of Proposals submitted.

The successful Proponent shall allow the City to inspect, on reasonable advance notice, all books, accounts and records of the Proponent relevant to this Contract.

The successful Proponent shall, at the end of each calendar year, transmit to the City an Annual Audited Statement of Gross Billings prepared by a Chartered Accountant in accordance with the reporting requirements of the Canadian Institute of Chartered Accountants. The City reserves the right to require the audit to be performed by an independent Chartered Accountant or public accounting firm of the City's choosing.

## **Special Circumstances**

Contra Advertising, or advertising accepted by the successful Proponent for which no monies are exchanged but rather goods or services furnished to the Proponent shall not be accepted for posting unless dollar values are declared and full percentage payment made as part of the successful Proponent's total gross billings for the period.

Advertising shall not be accepted from charitable or non-profit organizations for which no fee is charged, unless the space is unsold and the copy used as "filler". Under no circumstances shall the successful Proponent accept tax receipts or credit for space considered charitable donation by charitable or non-profit organizations, unless the full dollar value of the space is disclosed and included in total gross billings for the period.

**SECTION 3**

**3. FORM OF PROPOSAL**

**Transit Bus Advertising Sales**

---

Ms. Karen Marlow  
Manager of Purchasing  
Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/We acknowledge review of **Addenda #. \_\_\_\_ to #. \_\_\_\_** issued for this Proposal.

This **“Form of Proposal”** must be completed, legibly signed, and returned as part of the Proposal submission to qualify.

\_\_\_\_\_  
NAME OF FIRM

SEAL

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
POSTAL CODE

\_\_\_\_\_  
SIGNING OFFICER SIGNATURE  
I have the authority to bind the Corporation

\_\_\_\_\_  
WITNESS' SIGNATURE (must be present if  
Corporate Seal is not affixed to Form of Proposal)

\_\_\_\_\_  
SIGNING OFFICER'S NAME (please print)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
PRINCIPAL CONTACT EMAIL

\_\_\_\_\_  
DATE

**SECTION 4**

**4. APPENDIX A**  
**Transit Fleet Description**

**UNITS AND ADVERTISING RACK LOCATIONS & DIMENSIONS**

**New Flyer Buses (11 units)**

**167, 168, 169, 170, 171, 172, 174**

Exterior Racks - Rear – 1 Small Rack Length 70” Height 21”  
Vinyl Sides

Interior Racks - Driver’s Side – Rack Length 349” Height 11”  
Passenger Side - Rack Length 418” Height 11”

**173, 175, 176, 182**

Exterior - Full Wrap

Interior Racks - Driver’s Side – Rack Length 349” Height 11”  
Passenger Side - Rack Length 418” Height 11”

**ORION 7 Buses (4 units)**

**132, 133, 134, 162**

Exterior Racks - Drivers Side – 1 Large Rack Length 139” Height 30”  
Rear Rack – 1 Small Rack Length 70” Height 21”  
2 units have wraps on Sides

Interior Racks - Driver’s Side – Rack Length 360” Height 11”  
Passenger Side - Rack Length 360” Height 11”

**NOVA Buses (11 units)**

**135, 136, 137, 138, 139**

Exterior Racks - Sides – Large Rack both sides Length 139” Height 30”  
Rear - Small Rack Length 70” Height 21”

Interior Racks - Driver’s Side – Rack Length 360” Height 11”  
Passenger Side - Rack Length 360” Height 11”

**NOVA Buses (cont'd)**

**165**

Exterior Racks - Drivers Side – 1 Large Rack Length 139” Height 30”  
Rear Rack – 1 Small Rack Length 70” Height 21”

Interior Racks - Driver’s Side – No available Space  
Passenger Side – Rack Length 297” Height 11”

**166**

Exterior Racks - Drivers Side – 1 Large Rack Length 139” Height 30”  
Passenger – 1 Shortened Rack Length 119” Height 29”  
Rear Rack – 1 Small Rack Length 70” Height 21”

Interior Racks - Driver’s Side – No available Space  
Passenger Side – Rack Length 297” Height 11”

**180**

Exterior Racks - Sides – Large Rack both sides Length 139” Height 30”  
Rear - Small Rack Length 70” Height 21”

Interior Racks - Driver’s Side – No available Space  
Passenger Side – Rack Length 297” Height 11”

**179, 180, 181**

Exterior - Full Wrap

Interior Racks - Driver’s Side – No available Space  
Passenger Side – Rack Length 297” Height 11”

**PARA BUS (9 units)**

**35, 36, 37, 38, 39, 40, 41, 42, 43**

Exterior Racks - Driver's Side - None at present; may be negotiable at City's sole discretion  
Passenger Side - None at present; may be negotiable at City's sole discretion  
Rear - None at present; may be negotiable at City's sole discretion  
Only Body Wraps being employed at this time

Interior Racks - Driver's Side – None at present; may be negotiable at City's sole discretion  
Passenger Side - None at present; may be negotiable at City's sole discretion

**COMMUNITY BUS (3 units)**

**177, 178, 183**

Exterior Racks - Driver's Side - None at present; may be negotiable at City's sole discretion  
Passenger Side - None at present; may be negotiable at City's sole discretion  
Rear - None at present; may be negotiable at City's sole discretion  
Only Body Wraps being employed at this time

Interior Racks - Driver's Side – None at present; may be negotiable at City's sole discretion  
Passenger Side - None at present; may be negotiable at City's sole discretion



PROPOSAL FOR:

The Corporation of the  
City of Sault Ste. Marie

File #2023CDE-CS-TR-05-P

FROM: 2601202 Ontario Inc  
O/A Northern Transit and Arena Advertising Agency (NTAAA)  
2335 Maley Drive  
Sudbury, Ontario  
P3A 4R7

Phone: 705-524-8375

Contact Person: Blaine Smith  
NTAAA Managing Director

Closing Date: 4:00 pm on December 15<sup>th</sup>, 2023

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## Letter of Introduction

Northern Transit and Arena Advertising Agency is an established outdoor media advertising agency that has serviced the City of Sault Ste Marie Transit Department for the past six years. We have had the pleasure of working with City of Sault Ste Marie management staff and providing transit advertising services to the community of Sault Ste Marie in addition to regional clients and national clients. Despite the economic downturn in 2020 due to the pandemic, NTAAA has persevered and has built-back the outdoor advertising on City buses.

In addition to the above experience in Sault Ste Marie, as owner of NTAAA, we previously served the City of Sault Ste Marie in the area of Transit Advertising as a former advertising agency called BK Corporate Marketing Services. Therefore, in total, our Agency staff has served the City of Sault Ste Marie for twelve years.

Recently, we have expanded our footprint in Northern Ontario by serving the City of North Bay in the area of Transit Advertising (for the past five years), and we have recently added Community Arena advertising in our portfolio in the City of Timmins in 2023. We have represented the City of Greater Sudbury for the past six years by marketing their 15 community arenas as well. NTAAA added the Town of Orangeville as our newest transit advertising market in 2022.

In addition, we entered into the digital signage industry in 2021 and now have seven LED digital billboards constructed in the City of Greater Sudbury. We now attract local, regional and national advertising clients to all four large major centres in Northeastern Ontario.

Our staff have earned an excellent reputation in the outdoor advertising industry and going back 25 years now, the cities that we have worked with have always found us easy and co-operative to work with. We have a record of meeting all of our contracted financial obligations to the cities that we worked with and we have grown their advertising revenues over time.

We look forward to continuing to build the outdoor transit advertising business for the City of Sault Ste Marie for the next five to seven years. Please consider our attached RFP to continue as the official agency of record for the City of Sault Ste Marie transit advertising sales.

Yours Truly,



Mark Burgess CEO

NORTHERN TRANSIT & ARENA ADVERTISING AGENCY (NTAAA)

## Qualifications and Experience

NTAAA owner Mark Burgess initially formed BK Corporate Marketing Services back in 1992 to provide the service of selling transit advertising on behalf of the City of Sudbury. Therefore, BK Corporate Marketing Services, Mark Burgess & NTAAA and employees have been representing the City of Greater Sudbury and other northern cities including the City of Sault Ste Marie, Timmins and North Bay with transit advertising services for over 30 years.

Beginning with standard tailgate and interior transit advertising, NTAAA has expanded the product line to offer full bus wraps, half-bus wraps, side-wraps, top banner advertising above the windows, window decal advertising, just to name a few of the latest transit product innovations. We also welcome the potential opportunity to offer digital advertising in Sault Ste Marie as we have been in the digital signage marketplace since 2021 and we now own and operate seven LED digital billboard signs in Sudbury.

We understand the opportunity to promote interior transit advertising using QR CODES where riders can scan a code and connect with an advertisers website. The ability to install digital signage inside the buses is also something new and innovative and something that we would be pleased to investigate and incorporate into our product offering in Sault Ste Marie if deemed permissible.

In 2016, NTAAA was the winning proponent for bus, shelter and bench advertising in the City of North Bay. Two years ago, NTAAA won the Transit Advertising bid for the Town of Orangeville. Six years ago, NTAAA won the Transit Advertising bid for the City of Sault Ste Marie. During this time, revenues to the City of Sault Ste Marie have increased despite the ill-effects of the pandemic.

Therefore, from 1992 to 2023, owner Mark Burgess and his agency staff have worked closely with the Transit Department Manager and City Officials to maximize transit sales, provide upward trending revenues to the cities that we represent in a professional and responsible fashion. Our proven business policies have assisted us with the development of long-term and new transit advertisers and customers over the many years.

Collectively, NTAAA now operates with a management and sales staff that brings over 70 years of combined experience in the Transit Advertising industry in Northern Ontario.

## **Key Personnel & References**

Blaine Smith is the Director of Operations and Sales for NTAAA and he has been with the agency since 2019. Prior to that, Smith worked for BK Corporate Marketing Services as Sales Manager from 1992 until 2019. Smith brings more than 30 years of experience, knowledge and a very solid reputation within the industry that has been achieved through consistent success and increased revenues for NTAAA and the cities that we represent.

Brittany Zacerkowny, is the Office Manager of NTAAA and has been with the company since 2012. With over ten years of hands-on experience, Brittany focuses on the management and communication with national agencies. Brittany also serves as the Controller for NTAAA and is responsible for meeting the payment deadlines to the City Finance departments that we work with.

NTAAA has formed partnerships with local agencies in Sault Ste Marie, and across Northern Ontario that continue to direct their clients towards transit advertising in Sault Ste Marie.

## **References for Mark Burgess & NTAAA**

Andrew Poeta  
Transit Manager  
City of North Bay  
[Drew.Poeta@northbay.ca](mailto:Drew.Poeta@northbay.ca)  
705-360-2600 ext: 3501

Tony Cecutti  
General Manager of Infrastructure  
City of Greater Sudbury  
[Tony.Cecutti@greatersudbury.ca](mailto:Tony.Cecutti@greatersudbury.ca)  
705-671-2489 ext: 2523

Ray Mensour  
Parks & Recreation Manager  
City of Windsor  
[rmensour@citywindsor.ca](mailto:rmensour@citywindsor.ca)  
519-564-3894

## Marketing Plan

NTAAA intends to use the same marketing strategy that we have utilized and modernized over many years while operating and representing cities in Northeastern Ontario markets.

First of all, we have maintained an excellent relationship with National agencies and their clients. We continue to work with national agencies such as Pattison Outdoor, CBS Outdoor, StreetSeen Media and others. We understand how national agencies work and building trusting relationships with key personnel at these national agencies, makes all the difference in having our markets that we represent included in their client's national advertising buys.

Secondly, we have built strong relationships with various businesses and organizations that advertise regionally across the North. For example, we have been successful in securing regional companies like SUNWIRE, AGINCO EAGLE and others to advertise in the City of Sault Ste Marie recently. This is a direct function of these companies making initial investments in other markets like Sudbury, North Bay and Timmins. We are able to utilize our multi-market approach to attract the interests of companies choosing to advertise in other markets in Northern Ontario.

Locally, our goal is to make contact with local companies through a five-pronged approach that includes but is not limited to the following:

1. Working with local advertising agencies and utilizing their staff to reach-out and introduce our advertising products to their clients, local businesses and contacts directly. We provide a generous commission structure for agencies to be interested in this option.
2. We reach-out directly to local businesses through direct emails and/or phone calls using our Salesforce CRM database and update contact information on a regular basis.
3. We utilize social media platforms such as LinkedIn Premium and Facebook to feature NTAAA and the products that we provide through paid advertising boosts, photos, videos and customer profiles. This is a growing trend that is key to our ongoing success.
4. Investing in local advertising networks including: Soo Business Matters features, etc.
5. Utilizing our website and Google Search engines to direct interested advertisers to our Agency. Upgrading our website with fresh contact and testimonials is also key for us.

Above all else, we understand that having an excellent relationship with City Transit officials is key to a successful partnership. We fully respect and understand why the City needs to pre-approve all advertising signage on the buses, and we understand the need to provide clear and concise installation and removal communication to Transit staff.

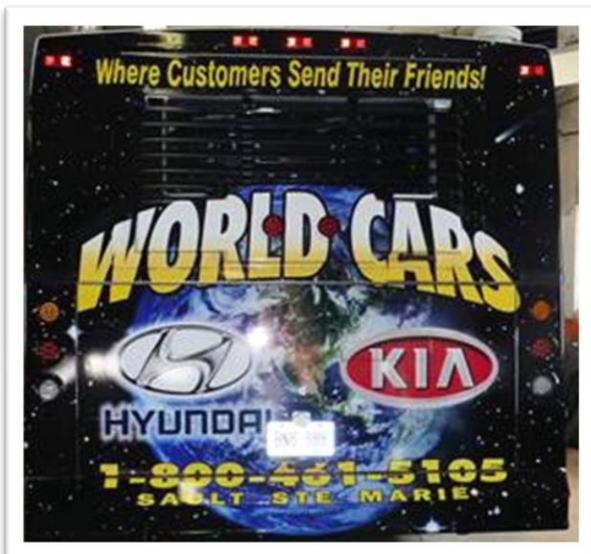
We also recognize the importance of using proper advertising materials on the buses including the right form of adhesive for decals that can be effectively installed and removed without damaging the paint on the buses.

We also understand and respect the work of the Transit Manager in Sault Ste Marie that dates back to 2012 when we first entered the Sault Ste Marie marketplace as BK Corporate Marketing Services when Don Scott was Transit Manager. We sincerely look forward to continuing to work with Transit Manager Nicole Maione who has treated NTAAA extremely well as the current Agency of Record for the City of Sault Ste Marie.

## Advertising Samples



Back Bus Panel



Back Bus Wrap



Full Bus Wrap



Interior Bus Signage



Top Bus Banner Advertising



Side Partial Wrap



Bus Window Decal/ Wrap



King Panel

## Fee & Commission Schedule

NTAAA hereby agrees to provide the City of Sault Ste Marie with the following financial payments for the rights to represent the City of Sault Ste Marie in the area of City Transit Buses, Community Buses and Para Bus advertising sales in the City of Sault Ste. Marie for the next five years based on the following financial guarantees and commission structure:

**Year One:** March 1, 2024 to February 28, 2025    Guarantee to the City of: \$60,000 + hst

**Year Two:** March 1, 2025 to February 28, 2026    Guarantee to the City of: \$62,000 + hst

**Year Three:** March 1, 2026 to February 28, 2027    Guarantee to the City of: \$64,000 + hst

**Year Four:** March 1, 2027 to February 28, 2028    Guarantee to the City of: \$66,000 + hst

**Year Five:** March 1, 2028 to February 28, 2029    Guarantee to the City of: \$68,000 + hst

In addition, NTAAA agrees to pay 5% of our annual gross billings of all transit advertising to the City on or before April 15<sup>th</sup> of the year following each of the contract years. The first 5% due will be April 15<sup>th</sup>, 2025, that will represent 5% of the gross annual billings from March 1, 2024 to February 28, 2025.

### **NTAAA Contact Person:**

Blaine Smith  
Managing Director  
Northern Transit & Arena Advertising Agency  
[blaine@ntaaa.ca](mailto:blaine@ntaaa.ca)  
Cell: 705-688-6854  
Office: 705-524-8375 x227

**SECTION 3**

**3. FORM OF PROPOSAL**  
**Transit Bus Advertising Sales**

---

Ms. Karen Marlow  
Manager of Purchasing  
Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/We acknowledge review of **Addenda #. \_1\_ to #. \_1\_** issued for this Proposal.

This "**Form of Proposal**" must be completed, legibly signed, and returned as part of the Proposal submission to qualify.

\_\_\_\_ 2601202 Ontario Limited \_\_\_\_\_  
NAME OF FIRM

SEAL

\_\_\_\_ 2335 Maley Drive \_\_\_\_\_  
ADDRESS

\_\_\_\_ Sudbury \_\_\_\_\_  
CITY

\_\_\_\_ P3A 4R7 \_\_\_\_\_  
POSTAL CODE

\_\_\_\_\_  
SIGNING OFFICER SIGNATURE  
I have the authority to bind the Corporation

\_\_\_\_\_  
WITNESS SIGNATURE (must be present if  
Corporate Seal is not affixed to Form of Proposal)

\_\_\_\_ Blaine Smith \_\_\_\_\_  
SIGNING OFFICER'S NAME (please print)

\_\_\_\_ 705-524-8375 \_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_ Blaine@ntaaa.ca \_\_\_\_\_  
PRINCIPAL CONTACT EMAIL

\_\_\_\_ December 15th, 2023 \_\_\_\_\_  
DATE

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2024-17**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees – Public Works 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. 3 Canadian Union of Public Employees – Public Works, 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 20<sup>th</sup> day of February, 2024.

---

**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

**COLLECTIVE AGREEMENT**

**between**



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**-and-**

**LOCAL NO. 3  
CANADIAN UNION OF PUBLIC EMPLOYEES – PUBLIC WORKS**



**February 1, 2023 to January 31, 2028**

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THIS AGREEMENT MADE AND ENTERED INTO

THIS 1<sup>st</sup> DAY OF FEBRUARY, 2023

BETWEEN

THE CITY OF THE CITY OF SAULT STE. MARIE

(Hereinafter referred to as the "City")

of the first part,

-and-

LOCAL 3, CANADIAN UNION OF PUBLIC EMPLOYEES – PUBLIC WORKS

(Hereinafter called "The Union")

of the second part

**1:00 PURPOSE OF AGREEMENT**

1:00 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide machinery for the prompt and fair 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 this Agreement.

1:02 It is recognized that the City provides services for the safety, health, comfort and general welfare of the citizens twenty four hours a day, seven days a week. Therefore, the employees may be requested at all hours of the day or night to assist in providing the many services.

1:03 Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used where the context of the part or parties hereto so require.

**2:00 RECOGNITION**

2:01 The City, or any one authorized to act on its behalf approves and recognizes Local #3, Chartered by the Canadian Union of Public Employees, as the exclusive collective bargaining agency for its

employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union or any authorized Committee thereof on matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any difference that may arise between them.

2:02 Both parties mutually agree that this Agreement shall cover and include all those employees to be set forth in the classification and wage schedule embodied in this Agreement in Schedules "A" and "B", attached hereto.

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. This clause does not apply to those people designated as temporary Supervisors.

"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.

2:04 New Employees

- a) 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 employee a CUPE Local 3 welcome package.

### **3:00 UNION SECURITY**

3:01 The City shall deduct from the wages of each employee on completion of thirty (30) days' employment the current monthly union dues, as set from time to time, and remit same as set out in Article 3:03.

3:02 All employees of the City as a condition of continuing employment, shall become and remain members of the Union.

3:03 Deductions will be made from the payroll period and shall be forwarded to the National Secretary-Treasurer of the Union no later than the 15<sup>th</sup> day of the month following in respect of which deductions have been made, accompanied by a list of all employees' names, addresses and phone numbers as the City has on file along with bi-weekly earnings upon which union dues are based and the employee status will be provided.

3:04 The Union will 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 Information for Union

The Employer 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 when available a personal email address
- d. employment status: permanent, temporary, casual

#### 4:00 **NEGOTIATING & GRIEVANCE COMMITTEES**

4:01 A Negotiating Committee shall be appointed and shall consist of not more than five members who are employees of the City which may include the President of the local. The Union will keep the City advised of the names of the members of such committee.

4:02 Stewards: The City acknowledges the right of the Union to appoint or otherwise select eight (8) Stewards. The Union shall notify the Corporation of the names of the Stewards within thirty (30) calendar days of their appointment.

- 4:03 No time shall be lost by Stewards or members of the Negotiating Committee for attendance at mutually arranged meetings with the City officials during working hours, provided such members receive prior approval from the Director of Public Works. 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.
- 4:04 The Union shall have the right at any time to have assistance of Union Officers or Representatives of the Canadian Union of Public Employees when dealing or negotiating with the City.
- 4:05 The Union's Grievance Committee shall consist of three (3) members who are employees of the City. This Committee may discuss matters pertaining to the Agreement with the Officials of the City.
- 4:06 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 terms and conditions of the Committee are outlined in the letter appended to this collective agreement entitled Joint Consultation Committee - Terms and Conditions.

**5:00 BULLETIN BOARDS**

- 5:01 Bulletin Boards: The City shall provide Bulletin Boards in each place where employees commence work upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**6:00 MANAGEMENT**

- 6:01 The management of the Department of Public Works and Engineering Services and the direction of the working forces, including the right to schedule, hire, suspend, discipline, or discharge for proper cause, and the right to relieve employees from duty because of lack of work or for any other legitimate reasons, is vested with the City, subject to all other provisions of this Agreement.

6:02 The City shall exercise its right to assign job duties and to direct the working forces in a fair and reasonable manner, and shall determine crew size, equipment and responsibilities.

6:03 Labour Management Committee Terms and Conditions

The City of Sault Ste. Marie and Local 3 C.U.P.E. – P.W.T., agree to the following terms related to the provision of Article 4:06 of the collective agreement:

1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.
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 one week 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.
8. It is to be understood that in the event that either party requires the assistance of their respective representative (i.e., CUPE National Representative; Director of Human Resources) the Labour Management meeting will be arranged by the representatives.

## **7:00 DISCRIMINATION**

7:01 The City, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union, Union Officer or for any reason as set out in the Ontario Human Rights Code.

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. Upon submission of the concern, the Employer shall conduct an internal investigation. Where a conflict of interest has been identified, the Employer will provide for a third party to investigate the complaint. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Director of Public Works.

If the employee is not satisfied with the Director's response, the employee may submit the concern to the Deputy Chief Administrative Officer with a copy to the Director and Union. Upon conclusion of an investigation, the Deputy Chief Administrative Officer will provide a written response to the employee with a copy to the Director 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 above grievance will be submitted at each step of the grievance procedure. Responses to all steps of the grievance procedure will be copied to the Group Vice-President.

8:02 Complaint

Grievances shall first be dealt with as a complaint.

The employee, who may be accompanied by a Union Steward, shall bring the complaint forward to their respective Division Head or the designate.

Subject to the exceptions under 8:04 and 8:05, it is understood that there is no grievance until the respective Division Head or designate has first had the opportunity to adjust the complaint. Any resolution to a complaint at this step is understood to be without precedent or prejudice to either party.

If the Union and the employee are not satisfied with the resolution at the Complaint step, the employee shall submit the grievance in writing to the Chairperson of the Union Grievance Committee. If the Union Grievance Committee considers the grievance to be justified then the Union may proceed to Step 1 of the grievance procedure.

STEP I The Employee assisted by a Steward or an officer of the Union shall first take the matter up with the Director of Public Works. The Director of Public Works shall render a decision within five (5) working days of the hearing.

STEP II If the Grievance Committee considers that a satisfactory settlement was not reached at Step I, it may within five (5) working days of the receipt of the Step I reply request a hearing by the Director of Human Resources or their representative. The City will arrange a hearing at Step II within ten (10) days of the receipt of the grievance. The Director of Human Resources or their representative shall render a decision within five (5) working days of the hearing.

STEP III If the Grievance Committee considers that a satisfactory settlement was not reached at Step II, it may within five (5) working days of the receipt of the Step II reply request a hearing by the Deputy Chief Administrative Officer or their representative. The Deputy Chief Administrative Officer or representative shall render a decision within five (5) working days of the hearing.

8:03 The time limits fixed in the Grievance procedure must be observed unless they are extended by mutual agreement between the parties to this agreement.

A Board of Arbitration shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions.

8:04 In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step III of the grievance procedure provided such grievance is filed within fifteen (15) working days from the date of discharge.

8:05 **POLICY GRIEVANCE**

If the dispute involves a question of a 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.

8:06 **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) working 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 this Article shall then apply with respect to the processing of such grievance.

9:00 **ARBITRATION**

9:01 If the Grievance Committee considers that a satisfactory settlement was not reached at Step III of the grievance procedure, it may within fifteen (15) working days of receipt of the Step III reply, request that the grievance be referred to Arbitration in accordance with the terms of the Ontario Labour Relations Act.

Furthermore, within thirty (30) 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 the 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 STRIKES AND LOCKOUTS**

In view of the orderly procedure established herein for 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 parties recognize that promotional opportunities and job seniority in the event of promotions, decrease in forces and recalls after layoffs should increase in proportion to length of continuous service and that in the administration of this section the intent will be that full consideration shall be given to continuous service in such cases. The parties also recognize that, because of the many different tasks, which the Department of Public Works and Engineering Services must carry out, its forces must be completely flexible and when considering the method of temporary transfer, flexibility and efficiency must be given full consideration.
- 11:02 Seniority shall be established on the basis of an employee's length of service with the City, calculated from the date upon which the employee last commenced employment with the City.
- 11:03 Seniority shall be forfeited and employment will be terminated if:
- (1) The employee voluntarily quits their employment.
  - (2) The employee is discharged for proper cause and not reinstated to their position through the grievance and arbitration process.
  - (3) The employee fails to report for work within five (5) days after being notified by registered mail to return to work following a layoff.

The City will consider sickness as an extenuating circumstance. Other extenuating circumstances will be considered on a case by case basis.

- (4) The employee is absent from work for two (2) consecutive working days without reasonable excuse.
- (5) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident.
  - (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 17:00.
  - (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 17:00.
  - (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) An employee who is absent from work due to an occupational illness or accident for which WSIB is paid will be provided as follows:
  - (i) During the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 17:00.
  - (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 17:00.
  - (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) The employee is absent from work for a period in excess of twenty four (24) calendar months due to layoff.

The parties recognize and agree that the provisions of articles 11:03 (5) (a) (iii) and 11:03 (5) (b) (iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

11:04 (a) An employee shall be on probation until they have worked a cumulative one thousand and forty (1040) hours and during such period the employee shall not be subject to rights under the grievance procedure. Employees who have completed the probationary period are deemed to be seasonal employees and will be placed on the seniority list and credited with seniority from the day they commenced work. Overtime hours shall not be counted as part of the one thousand and forty (1040) hours for the purpose of establishment on a job in a line of sequence. Probationary employees cannot apply out of the position they were hired into until probation is completed successfully.

(b) Should a new employee (Labour/Operator) be hired without a full DZ license, the probationary employee will be given a defined time frame to achieve such license. If they cannot achieve that license within that time frame, they must be terminated.

11:05 In this Agreement:

Definitions:

(a) Permanent Posted Position shall mean any position which requires application to the vacancy and no sign off is permitted.

(b) Operations Posted Positions shall mean a position that allows a return to the line of sequence by seniority upon completion of the work assignment. These positions are posted for the compiling of a spare list of employees in seniority order.

(c) Line of Sequence Positions are those positions listed where at any given time an employee could be working in positions with different rates of pay (JC 6 to JC 7) in a work day.

(d) "Probationary Employee" means an employee who has not completed the probationary period.

- (e) "Seasonal Employee" means an employee who has completed the probationary period but who has not been employed for twelve (12) consecutive months.
- (f) "Established Employee" means an employee who has completed one thousand and forty (1040) cumulative hours.
- (g) "Permanent Employee" means an employee who is hired into a permanent posted position (full time or part time).
- (h) "Student" means an employee who is in full time attendance of a recognized post-secondary educational institution and has completed their first year of post-secondary education and is returning on a full-time basis for the following school term. Proof of attendance and/or proof of returning shall be provided to the City upon request. Students are employed only: for the typical summer vacation period (ending the Friday following Labour Day).
- (i) "Part-time Employees" who are employed for less than an average twenty-four (24) hours per week in any four (4) week period.

11:06 The City agrees to provide the Union Secretary and to post on the bulletin boards during the months of February and August an up-to-date seniority list. Any employee who believes s/he is not listed in the proper position may take the matter up in accordance with the provisions of Article 8:00. If any corrections are approved within a period of ninety (90) days, the list will be amended and a copy given to the Union.

11:07 In filling permanent vacancies, temporary, seasonal, spare or new positions, appointments shall be made on the following basis:

- (a) In the case of automatic progression as provided in Article 12:12 or
- (b) In the case of posted openings consideration will be given first to qualifications as outlined in the job posting. If qualifications are determined to be equal, overall seniority shall be considered the determining factor in the event a spare job seniority list does not apply.

The promoted employee will be placed on a trial period in accordance with 12:05, conditional upon satisfactory performance. Such promotions shall become permanent after the completion of such period. In the event the promoted employee proves unsatisfactory in the position or requests to revert to his/her former position during the trial period, s/he shall be returned to his/her former position without loss of seniority and any employee promoted or transferred because of re-arrangement of positions shall also be returned to their former position without loss of seniority.

Employees who wish to have their name removed as a successful candidate to other than a permanent posted position must do so on a form provided by the Division. The employee shall sign such form and provide it to the respective Division Head for approval. Upon approval, the employee's name shall be removed from the seniority list for such position and it is understood that the employee cannot re-apply to return to such position until such time as the position is posted by the Division at a future date.

For clarity, an employee cannot sign off a permanent posted position. Such sign off will be deemed a resignation of employment.

11:08 Except as provided in Article 12:12 the City agrees to post all vacancies or job openings which occur within the bargaining unit for a period of seven (7) days prior to filling any vacancies or new positions covered by the terms of this Agreement. Appointments made as a result of applications received will be posted as soon as final selection is made and a copy shall be given to the Union Secretary. Such job openings shall be posted on all bulletin boards in order that all members will know about the position and be able to make written application therefore. Such notices shall state the nature or title of the position, the qualifications inclusive of knowledge, education, experience and skills required, and the wage rate or wage range and a copy will be forwarded to the Union.

11:09 Where new positions are created or current positions reclassified by the City, the Union shall have an opportunity to negotiate the new wage with the City. However, where the parties cannot agree, the Employer reserves the right to implement such a rate and position pending the outcome of a grievance or defer such issue to the next round of bargaining.

When a position not covered in Schedule A and/or Schedule B is established during the term of the Agreement, such dispute shall be submitted to grievance at Step 2 and arbitration.

- 11:10 The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by the Agreement, but if an employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of eight (8) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted eight (8) month active working period, all bargaining unit seniority shall be forfeited and their name shall be removed from the Union Seniority List.
- 11:11 “Approved Accommodations”: Any employee covered by this agreement who, temporarily are unable to perform their regular duties, may be assigned any light or modified work available at the wages payable at the time for the position. It is understood that proper medical documentation acceptable to the City must be provided.
- 11:12 Promotions Requiring Higher Certification: In case of promotion requiring higher certification, the Employer shall give consideration to employees who do not hold the requirement of the required certificate, but are writing for such certificate prior to filling the vacancy. If selected by the Employer, such employees will be given an opportunity to qualify within a reasonable length of time and to revert to the employee’s former position if the required certificate is not obtained within such time.
- 11:13 The City agrees that in the event of a 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, provided however, that the employees in both cases, are capable of performing the required duties. During any such period of layoff such employee shall not be entitled to any benefit except the right of recall to work.
- 11:14 Termination of Employment: Notice of layoff will be given in accordance with the provisions of the Employment Standards Act.

**12:00 JOB SENIORITY LISTS**

12:01 The parties agree to establish and maintain job seniority lists in conjunction with the existing master seniority lists.

12:02 A line of sequence is a series of jobs in a category by which an employee may advance to the top job or revert from the top job to the bottom job. New lines of sequence or changes to existing lines of sequence shall be established by agreement between the City and the Union. The City may after discussion with the Union temporarily institute a line of sequence where none exists until agreement has been reached.

12:03 An employee's job seniority is their position on a job or jobs in a line of sequence relative to other employees on the same job or jobs. For example, an employee will have less job seniority on a job in a line of sequence on which they are established than employees previously established and still established on such job, and more job seniority on that job than employees who later become established on such job.

12:04 Pool jobs are jobs which:

(1) are not in a line of sequence or

(2) are in a line of sequence but are below the line; that is jobs which are comparable, to jobs not in a line of sequence in that they can be done adequately by employees assigned for job opportunity without delay and without interfering with reasonable efficiency in operations.

12:05 Subject to 12:07, an employee shall become established as of the day they begin work on a job in any line of sequence after they have worked on such job at least four hundred and forty (440) hours within any period of four (4) consecutive months in accordance with Article 11:07 of the Collective Agreement between the City and the Union. If an employee moves up temporarily to a higher job in a line of sequence, hours worked on the higher job shall not be counted for establishment.

Overtime hours shall not be counted as part of the four hundred and forty (440) hours for the purpose of establishment on a job in a line of sequence.

- 12:06 If an employee is promoted to a job in a line of sequence other than the job next above the job in which they are established, they shall nevertheless for the purposes of this Article be deemed to have worked on the intervening job or jobs and to become established on such intervening job or jobs on the day they become established on the job to which they are promoted. No employee will be considered to be established on an intervening job in the above manner ahead of senior employees who are unable to accept the promotion in question due to lack of the required qualifications.
- 12:07 An employee shall no longer be established on a job in a line of sequence if they have been demoted, if their service has been broken, or if they have become established on a job in another line of sequence since they were last established on a job in the line of sequence first mentioned.
- 12:08 The purpose of the establishment period is to allow the City to decide whether it wishes to retain an employee in the job concerned.
- 12:09 The City agrees to provide the Union and to post on the bulletin boards during the months of February and August an up-to-date job seniority list.
- 12:10 Errors or omissions in a list posted in accordance with 12:09 shall be corrected in accordance with Article 11:06 of the Collective Agreement between the City and the Union, provided:
- 1) Such error or omission relates to the period subsequent to the date of the previous list, and
  - 2) The error or omission is brought to the attention of the Director of Public Works within fifteen (15) days of the employee's first opportunity to see the list.
- 12:11 Notwithstanding anything contained herein, once a job seniority list has been finalized, the only protests which will be considered against the next posted list shall be protests relative to deletions, by-passes, promotions and additions, occurring since the date of the previous list.
- 12:12 In promoting an employee to fill a vacancy in a job in a line of sequence (except the bottom job) preference shall be given to employees in accordance with the following rules unless the

employees concerned do not have the qualifications and the ability to do the job:

- 1) preference shall be given to employees in accordance with their job seniority in the next lower job or jobs in the line of sequence.
- 2) temporary vacancies of less than three (3) working days will be filled by the Superintendent of Public Works/respective manager, giving preference where possible to the senior qualified employee available.
- 3) Employees in an Operations Posted Positions shall maintain seniority rights with all other jobs in their respective job class.

12:13 An employee who is offered a promotion must on request accept or refuse such promotion and failure to do so may be considered by the City as refusal of the promotion.  
It is further agreed that Seasonal Operators shall not have the right to sign off.

12:14 An employee may refuse a promotion, and on doing so shall sign a waiver form, or if they refuse, then a representative of each party shall sign such form on their behalf. Upon completion of the form, the employee refusing promotion shall lose to the employee promoted their promotional preference in respect of the job to which the latter is promoted, and all higher jobs in the same line of sequence.

12:15 An employee, who signs a waiver form in accordance with 12:14, shall relinquish their promotional rights in that line of sequence until such job waiver form is rescinded in writing by the employee, but such job waiver form rescinding shall not be allowed for a minimum period of twelve (12) months of sign off.

12:16 An employee, who is established on a job in a line of sequence must, upon request, exercise their rights to that job in accordance with their job seniority or they shall be required to sign a waiver form relinquishing their future promotional rights to such occupation until they indicate to supervision, in writing, that they wish to be considered for promotion.

12:17 Notwithstanding 12:14, no employee may refuse a temporary promotion if such refusal would impair efficiency or disrupt operations.

- 12:18 If as a result of sign-offs, pursuant to 12:14 and 12:15 the efficiency of the operation is impaired, the City may temporarily promote a sufficient number of employees who are blocking the line to create vacancies so other employees may acquire necessary training.
- 12:19 If a vacancy occurs in the bottom job on a line of sequence the City shall post a notice of such vacancy in accordance with Article 11:08 of the Collective Agreement.
- 12:20 Demotion is the means by which an employee reverts to a lower job in a line of sequence or to a job not in a line of sequence because of inability to do their job or at their own request for personal reasons.
- 12:21 An employee being demoted at their own request for personal reasons shall sign a statement requesting demotion and shall not be considered for further promotion until they indicate their desire to be considered for promotion by signing a statement to that effect.
- 12:22 The City shall not unreasonably demote an employee for inability to do the job and the City shall discuss any such case with the Union and shall notify the Union in writing before making the demotion.
- 12:23 Regression is the means by which, because of a reduction in the work available, an employee reverts temporarily to a lower job in a line of sequence or to a job not in a line of sequence.
- 12:24 An employee shall regress from a job in reverse order of their job seniority and shall be assigned from one job to another in accordance with their job seniority, except for jobs not in a line of sequence.
- 12:25 Where work of a temporary nature necessitates the transfer of an employee from one position to another, the transfer shall be authorized by a completed temporary transfer form of which copies shall be sent to the Union.

An employee temporarily transferred to a job in a line of sequence pursuant to 12:26 shall not become established in such job, and their job seniority from which transferred shall not be affected by a temporary transfer.

- 12:26 The temporary transfer within the collective agreement shall be effective for a period of not more than ninety (90) days, and shall not be allowed within the probationary period.
- 12:27 During the period in which an employee is temporarily transferred to a job, they shall be paid for hours worked on such job at the rate for the job or at the rate for the job to which they would have been assigned had they not been transferred, whichever is greater.
- 12:28 The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their lines of sequence as a result of a reduction in force.
- 12:29 In a reduction in force, employees shall be displaced from jobs on a line of sequence in reverse order of such employees job seniority; and employees shall be displaced from pool jobs in reverse order of such employee's overall seniority.
- 12:30 There shall be no job preference in assignment of senior employees to job vacancies.
- 12:31 No employee shall be assigned to a job vacancy if it is evident that they cannot fill that job vacancy.
- 12:32 The purpose of the recall procedure is to recall employees to jobs in lines of sequence in order of job seniority, and to recall employees to pool jobs in order of overall seniority.
- 12:33 Employees shall be recalled to jobs during an increase in force in accordance with the following rules:
- 1) When a vacancy occurs in a job in a line of sequence, the employee with the most job seniority among those not working on the job shall be recalled to fill such vacancy.
  - 2) When a vacancy occurs in a pool job, the employee with the most overall seniority who is laid off will be recalled to it, unless it is evident that they cannot fill the job vacancy.
  - 3) When a vacancy occurs in a pool job, the qualified employee with the most overall seniority who is laid off will be recalled to it.

- 12:34 Employees recalled to jobs during an increase in force shall be notified of such recall in accordance with Article 11:03 of the Collective Agreement between the City and the Union.
- 12:35 An apprentice completing their apprenticeship shall be granted one-half the time spent serving their apprenticeship with the City on their occupation for the purpose of establishing their job class seniority in their trade.
- 12:36 Moving forward, an employee who is in a Permanent Posted position may only be used on a spare list for overtime and in extenuating situations only if it is operationally feasible.

**13:00 LEAVE OF ABSENCE**

- 13:01 **General Leave:** The City may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City for a period not exceeding three (3) months. Except, that the City may consider a longer period of leave of absence for employees who intend to continue their education.
- 13:02 **Union Conventions or Schools:** Leave of Absence without pay and without loss of seniority may be granted upon request to the City to employees elected or appointed to represent the Union, at Union Conventions or Union Schools, provided the City is advised in writing by the authorized officers of the Union of such appointments.
- 13:03 **Leave of Union Officers:** Any employee who is elected or selected for a fulltime position with the Union or anybody 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 up to one (1) year. This period may be extended by the City at the end of the year upon request.
- 13:04 **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 at the regular hourly rate

up to a maximum of four (4) days for any days which are normally straight time working days.

Members of the immediate family means the employee's: spouse or common-law spouse, parent, step-parent, sibling, sibling-in-law, child, step-child, grandchildren, grandparents, grandparents-in-law, parent-in-law.

Common-law spouse shall be defined as an individual with whom an employee has been living and in which relationship they have publicly represented themselves as spouses.

When death occurs to an employee's Aunt or Uncle, niece or nephew, the employee will be granted leave of absence on compassionate grounds and they may be absent and shall be paid eight (8) hours straight time at their regular rate for one (1) scheduled working day.

13:05 The City shall pay any employee who is required to serve as a juror or court witness, the difference between their normal earnings and the payment they receive for jury service or court witness. The employee will present proof of service and the amount of pay received.

13:06 The City agrees to pay the difference between an apprentice's normal rate of pay and any government subsidy provided such agreement does not result in the loss of the government subsidy. Government subsidy as described in this article does not include Unemployment Insurance Commission benefits.

13:07 The City shall provide Pregnancy and Parental Leave in accordance with the Employment Standards Act.

#### 13:08 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.

## 14:00 HOURS OF WORK AND OVERTIME

14:01 (a) The normal hours of work shall be eight (8) or ten (10) hours per day and forty (40) hours per week.

Ten (10) or Twelve (12) hour shifts can be scheduled during Winter Maintenance Shift Schedule inclusive of “spring clean-up operations” and shall be calculated over a cycle of one hundred and sixty (160) hours.

(b) The City shall designate either a twenty (20) minute paid lunch period or a thirty (30) minute unpaid lunch period within the eight (8), ten (10) or twelve (12) hour shift consistent with the Employment Standards Act.

### 14:02 Overtime

(a) 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) Time and one-half shall be paid for all hours worked on a Statutory Holiday in addition to eight (8) hours pay at the regular rate for a Statutory Holiday.

(c) Overtime work shall, as far as possible, be equitably distributed among the employees concerned.

(d) Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu – forty (40) hours lieu time at any given time (i.e. five (5) work days) in a calendar year.
- Requests for lieu time off will be considered on an individual basis at the time of request.
- Approval at the sole discretion of the Director of Public Works or designate based upon the operational requirements of the Department.
- If not utilized, will be paid out.
- Lieu time off shall not be granted from July 1<sup>st</sup> to August 31<sup>st</sup> in any given calendar year with the exception of Mechanics and

Welders where lieu time off shall not be granted during the Winter Control Season.

14:03 Shift Work: Winter Control, Sweeping and Mechanics

Definition: Shift work shall apply to winter control, sweeping, employees working night shift and the mechanic shop only.

- (a) A shift premium of one dollar thirty-five cents (\$1.35) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked between 3:30 p.m. and 11:30 p.m. Effective February 1<sup>st</sup>, 2024, the premium will increase to one dollar and forty cents (\$1.40). Effective February 1<sup>st</sup>, 2025, the premium will increase to one dollar and forty-five cents (\$1.45). Effective February 1<sup>st</sup>, 2026, the premium will increase to one dollar and fifty cents (\$1.50). Effective February 1<sup>st</sup>, 2027, the premium will increase to one dollar and fifty-five cents (\$1.55).
- (b) A shift premium of one dollar and thirty-five cents (\$1.35) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked between 11:30 p.m. and 7:30 a.m. of the following day. Effective February 1<sup>st</sup>, 2024, the premium will increase to one dollar and forty cents (\$1.40). Effective February 1<sup>st</sup>, 2025, the premium will increase to one dollar and forty-five cents (\$1.45). Effective February 1<sup>st</sup>, 2026, the premium will increase to one dollar and fifty cents (\$1.50). Effective February 1<sup>st</sup>, 2027, the premium will increase to one dollar and fifty-five cents (\$1.55).
- (c) For other than eight (8) hour shifts, shift premiums will be paid according to the most hours worked on the scheduled shift.
- (d) A premium of one dollar and thirty-five cents (\$1.35) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked on a Sunday. Effective February 1<sup>st</sup>, 2024, the premium will increase to one dollar and forty cents (\$1.40). Effective February 1<sup>st</sup>, 2025, the premium will increase to one dollar and forty-five cents (\$1.45). Effective February 1<sup>st</sup>, 2026, the premium will increase to one dollar and fifty cents (\$1.50). Effective

February 1<sup>st</sup>, 2027, the premium will increase to one dollar and fifty-five cents (\$1.55).

- (e) Where possible, employees will receive two (2) consecutive days off each week.
- (f) In setting up shift schedules, the City will offer to employees by job class seniority, the option to select such schedules. In accepting a shift schedule, the employee agrees to remain on such schedule for the duration of the schedule. If additional employees are required to fill shift schedules, the City will assign junior employees. It is understood that employees must have the ability and qualifications to perform the work when selecting or when assigned to shift schedules. In order to operate a grader for winter operations, you must have previous operating experience on a plow truck (1 season).

14:04 There shall be no doubling up or pyramiding of overtime rates or premiums. Premiums will not apply where overtime rates apply.

14:05 When employees are called from home they shall receive a minimum of three (3) hours pay at the overtime rate.

14:06 Employees who are on standby shall be paid one (1) hours pay at their regular rate for each eight (8) hours required to be on standby in addition to call-out provisions under Article 14:05 in this Agreement.

14:07 The work week shall be a period of seven (7) work days beginning at 12:01 a.m. Sunday or the shift starting time closest thereto.

14:08 The City shall pay a meal allowance of fifteen dollars (\$15.00) 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 fifteen dollars (\$15.00).

14:09 Employees of the Division of Public Works covered by this agreement are allowed a break of not more than ten (10) minutes each forenoon and afternoon period

14:10 The City to provide twelve (12) hours notice of a change of shift except for Winter Maintenance Operations.

**15:00 VACATIONS WITH PAY**

15:01 All newly hired employees in a permanent posted position will accrue vacation entitlement from their hire date. Their vacation pay for the following calendar year would be based on 4% of wages earned in the previous year. All newly hired permanent employees will be entitled to 10 days' vacation on January 1<sup>st</sup> of the following year, paid at 4% of the previous years' earnings.

All newly hired employees will receive 4% vacation pay in lieu on their biweekly pay. Upon recognition as an 'Established' employee (completion of 12 consecutive months of service), 4% in lieu will cease and begin accruing, to be taken in the following calendar year.

15:02 Employees with one (1) but less than five (5) years of continuous service at January 1<sup>st</sup>, shall receive two (2) weeks' vacation with pay of four (4%) percent of the total wages paid to such employee during the previous year.

15:03 Employees with five (5) years but less than ten (10) years of continuous service at January 1<sup>st</sup>, shall receive three (3) weeks vacation with pay of six (6%) percent of the total wages paid to such employee during the previous calendar year.

15:04 Employees with ten (10) years but less than fifteen (15) years of continuous service at January 1<sup>st</sup>, shall receive four (4) weeks vacation with pay of eight (8%) percent of the total wages paid to such employee during the previous calendar year.

15:05 Employees with fifteen (15) years but less than twenty (20) years of continuous service at January 1<sup>st</sup>, shall receive five (5) weeks vacation with pay of ten (10%) percent of the total wages paid to such employee during the previous calendar year.

15:06 Employees with twenty (20) years but less than twenty five (25) years of continuous service at January 1<sup>st</sup>, shall receive six (6) weeks

vacation with pay at twelve (12%) percent of the total wages paid to such employee during the previous calendar year.

- (b) Employees with twenty five (25) years but less than thirty (30) years of continuous service at January 1<sup>st</sup>, shall receive pay at twelve (12%) of the total wages paid to such employee during the previous calendar year.
- (i) All employees who have completed twenty-five (25) years of service and are in their 26<sup>th</sup> year shall be allowed six (6) weeks plus one (1) day.
  - (ii) All employees who have completed twenty-six (26) years of service and are in their 27<sup>th</sup> year shall be allowed six (6) weeks plus two (2) days.
  - (iii) All employees who have completed twenty-seven (27) years of service and are in their 28<sup>th</sup> year shall be allowed six (6) weeks plus three (3) days.
  - (iv) All employees who have completed twenty-eight (28) years of service and are in their 29<sup>th</sup> year shall be allowed six (6) weeks plus four (4) days.

15:07 Employees with thirty (30) years or more of continuous service at January 1<sup>st</sup>, shall receive seven (7) weeks vacation with pay of fourteen (14%) percent of the total wages paid to such employee during the previous calendar year.

15:08 Employees must make their choice known to the Superintendent of Public Works on Respective Manager, by February 1<sup>st</sup> of the current year of vacation selection. The vacation schedule shall be posted by March 1<sup>st</sup> each year. All employees who have failed to file their request by February 1<sup>st</sup> will lose their seniority preference for vacation. Refer to Letter of Clarification regarding Employer Policy.

### Vacation Scheduling

The Department will amend its vacation selection for the years 2023 - 2028 to operate as follows:

- First Pick to be two (2) weeks which can be two (2) consecutive weeks, or two (2) single weeks; by seniority.
- Second Pick – Select balance of vacation by seniority (Calendar week blocks)
- Once selected and approved, vacation cannot be changed except by approval of the Department.
- Single day vacation selections permitted only by approval of the Department.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be submitted by February 1<sup>st</sup> of current year of vacation selection. The Department will approve vacation selections by March 1<sup>st</sup>.

15:09 The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>. In no case shall vacation allowance be carried over or accumulated from one vacation year to the next, except by special written permission from the Deputy CAO of Public Works and Engineering and the Director of Human Resources.

15:10 (a) For Seasonal Employees with twelve (12) months but less than sixty (60) months of active service at January 1<sup>st</sup>, the employee shall be paid four percent (4%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(b) For Seasonal Employees with sixty (60) months but less than one hundred and twenty (120) months of active service at January 1<sup>st</sup>, the employee shall be paid six percent (6%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(c) For Seasonal Employees with one hundred and twenty (120) months but less than one hundred and eighty (180) months of active service at January 1<sup>st</sup>, the employee shall be paid eight percent (8%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

(d) For Seasonal Employees with one hundred and eighty (180) months but less than two hundred and forty (240) months of active service at January 1<sup>st</sup>, the employee shall be paid ten percent (10%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

- (e) For Seasonal Employees with two hundred and forty (240) months but less than three hundred and sixty (360) months of active service at January 1<sup>st</sup>, the employee shall be paid twelve percent (12%) of total gross earnings as vacation pay with each bi-weekly pay cheque.
- (f) For Seasonal Employees with three hundred and sixty (360) months or more of active service at January 1<sup>st</sup>, the employee shall be paid fourteen percent (14%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

Note: "Active Service" means time worked as a Seasonal Employee. Periods of layoff and Personal Unpaid Leaves of Absence are not 'active service'. Periods of WSIB Absence and Approved Union Leave are deemed to be 'active service'. To be credited for a full month of 'Active Service' the employee must be employed eighty (80) or more regular hours in the month.

- (g) If a Seasonal Employee is hired as a permanent employee, vacation entitlement shall be calculated as follows:

Months worked as a Seasonal Employee / 12 = Equivalent Years of Continuous Service for Vacation Purposes

Vacation Entitlement in the year an employee becomes classified as a Permanent Employee shall be reduced on a prorated basis for each month of employment in the calendar year as a Seasonal Employee.

## 15:11 Vacation Scheduling

The Department will amend its vacation selection to operate as follows:

- (a) First pick to be two (2) weeks which can be two (2) consecutive weeks, or two (2) single weeks; by seniority.
- (b) Second pick – Select balance of vacation by seniority (Calendar week blocks).
- (c) Once selected, vacation cannot be changed except by approval of the Department.
- (d) Single day vacation selections permitted only by approval by the Department.

- (e) Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- (f) Selections to be submitted by February 1<sup>st</sup> of current year of vacation selection. The Department will confirm vacation selections by March 1<sup>st</sup>.

**16:00 PAID HOLIDAYS**

16:01 The following holidays shall be recognized as time off with pay for all employees:

- |   |                                       |
|---|---------------------------------------|
| New Year's Day                                  | National Truth and Reconciliation Day |
| Family Day (3 <sup>rd</sup> Monday in February) | Labour Day                            |
| Good Friday                                     | Thanksgiving Day                      |
| Easter Monday                                   | Remembrance Day                       |
| Victoria Day                                    | Christmas Day                         |
| Canada Day                                      | Boxing Day                            |
| Civic Holiday                                   |                                       |

If any of the above holidays falls on a Saturday or Sunday the Friday or the Monday as designated by the Corporation shall be considered as the paid holiday for the purposes of this agreement, as well as any additional national or provincial statutory holidays.

During winter control and sweeping, should one of these STATs be during a regular work week, the designated day by the Corporation will not be paid at a premium rate.

At landfill, should a STAT fall during their regular work week, if you work the STAT you will be paid at time and one half and get an additional day off in lieu. If the STAT should fall on a day that is not on the schedule, you will get paid eight (8) hours at regular pay.

Effective February 1, 2023, where are STAT falls Monday through Friday, landfill employees will only be entitled to overtime for hours worked on Saturdays in accordance with the strict wording and terms and conditions of Article 14:02(a) and 14:02(b) of the Collective Agreement between the City and the union.

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) they are required to work on a paid holiday and do not work or leaves before the end of their shift without permission from their supervisor or;
- (2) they do 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 Employment Standards Act, they are on lay-off on a paid holiday or;
- (4) subject to the Employment Standards Act, they are on leave of absence without pay on a paid holiday.

16:02 Employees who are required to work on any of the above noted holidays, will be paid for a paid holiday on the actual day of the holiday and not on the City designated day.

## **17:00 WELFARE PLAN**

17:01 Group Welfare Plan for Permanent and Seasonal employees:

Life Insurance – One and one half times (1 ½ x) basic annual salary; 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.

Double Indemnity for Accidental Death and Dismemberment; per the Insurer, AD&D coverage will terminate on the date the employee attains age 65 or employment ceases.

- Green Shield Extended Health Care,
  - Vision Care – Four hundred and seventy-five dollars (\$475.00) every twenty-four (24) months (effective February 1<sup>st</sup>, 2023) and five hundred dollars (\$500.00) (effective February 1<sup>st</sup>, 2024). Vision Care to include laser eye surgery.

- One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
- Orthotics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
- Pharmacy dispensing fees capped at \$10.00 (effective February 1, 2013 increase to \$11.00) per prescription. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".  
Hearing Aides \$400.00  
Ward Hospital Coverage

Paramedical Benefit:

Maximum of one thousand five hundred (\$1500) (effective February 1<sup>st</sup>, 2023) 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 one thousand five hundred (\$1500) per calendar year for Psychological Benefit (MSW, Registered Counsellor, Psychologist or Marriage and Family Therapist).

Out of Province Travel Plan:

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 E.I. rebate on premiums shall be retained by the City.

The City shall pay one hundred (100%) percent of the premiums for the employees participating in the above plans.

- 17:02 Permanent and Seasonal employees covered by this agreement will be provided with the Green Shield Dental Plan #9 with Rider #3, Orthodontic \$3,000 (effective 1<sup>st</sup> of the month following ratification of the Memorandum of Settlement by the parties) maximum (50% co-pay), including Overage Dependent Coverage, at current ODA rates minus one year. The City shall pay one hundred (100%) percent of the cost of the premiums.

17:03 It is agreed that permanent employees covered by this agreement will be provided with a Long Term Disability Plan and the City shall pay one hundred (100%) percent of the cost of the premium.

The parties agree that eligibility for L.T.D. benefits set out in Article 17:03 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 WSIB 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.

17:04 (a) An employee who is absent from work without pay for a period of 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits set out in Articles 17:01, 17:02 and 17:03.

(b) Coverage for new employees shall be effective as follows:

- (i) Extended Health Care - the first day of the month following completion of three (3) months service.
- (ii) Group Life - the day of the month following completion of three (3) months service.
- (iii) Dental - the first day of the month following completion of three (3) months service.

(c) Coverages for Group Life Insurance and 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.

Coverages shall be in accordance with the terms and conditions of Great West Life Assurance Company Policy 320925 Division 1 (Group Life Insurance) and Great West Life Assurance Company Policy 320925 Division 11 (Long Term Disability Insurance).

17:05 The City agrees to cover the payment of premiums for O.H.I.P. and 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 full time employment.

### **Life Insurance Early Retiree**

All employees upon retirement may revert to \$10,000 Group Life Insurance, 100% of the cost to be paid by the employee.

17:06 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.

17:07 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 deduction any amounts 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 insurance and medical coverage.

17:08 Medical Examinations

Costs for medical examinations which are required by the Ministry of Transportation as a condition of maintaining a specialized class license as a requirement of the position, shall be reimbursed at the rate of \$50 one time during the life of the agreement.

### **18:00 SICK LEAVE**

18:01 The provisions of this article shall cover employees absent from work as a result of personal disability caused by accident or sickness excluding pregnancy and accidents or illness covered by the WSIB.

18:02 Sick leave shall not be paid to employees on their probationary period, however, upon successful completion of the probation period such

employee shall be credited with one and one-half days per month from the date of employment.

- 18:03 The above accumulated sick leave shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the City whether retiring voluntarily or dismissed for cause.
- 18:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.
- 18:05 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.
- 18:06 Recognized days off shall not be deducted from the accumulated sick leave.
- 18:07 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 1<sup>st</sup> of the month following ratification of the Memorandum of Settlement by the parties pay up to sixty dollars (\$60) for the completion of the 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.

The cost of certificates/notes to substantiate absences when an employee has been referred to the Attendance Management Program will not be reimbursed and are the responsibility of the employee.

- 18:08 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.
- 18:09 Sick leave shall not accumulate during any period of absence from work without pay of thirty (30) days or more nor during any period for which sick leave is paid.

18:10 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 their current balance.

**19:00 PENSIONS**

19:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1<sup>st</sup>, 1966.

Participation in this plan by all employees hired as permanent employees shall be a condition of employment.

The City agrees that it will not alter or amend the Pension Plan in effect at the signing of this agreement without the consent of the Union.

19:02 The City shall provide all eligible permanent employees with the O.M.E.R.S. Type 1 Supplementary Benefits (past service with the City).

**20:00 TOOLS, EQUIPMENT AND WORK CLOTHING**

20:01 The City will provide all tools with the exception of "Mechanics" small tools. Mechanics will be provided with an annual tool allowance of three hundred dollars (\$300.00) (effective 1<sup>st</sup> of month following ratification for the Memorandum of Settlement by the parties). All employees will be provided with an annual safety footwear allowance of two hundred and fifty dollars (\$250.00) (effective 1<sup>st</sup> of month following ratification for the Memorandum of Settlement by the parties) for the purchase of one (1) pair of C.S.A. approved safety footwear, to be paid the first pay in June.

Electronics – Electrical Repairperson, Boiler Operator - Handyperson, Sign Painter and Serviceperson will have broken tools replaced as necessary. The City will supply rubber coats, pants, boots and rubber gloves for those engaged in work where such clothing is necessary. The City shall provide two (2) changes of coveralls each week to the following employees: mechanics, welders and servicepersons.

All other employees shall be provided by the City annually with a voucher to obtain one (1) pair of coveralls at a supplier designated by the City. Such employees are responsible for having at work and wearing the coveralls where required for the work assigned. Further, such employees are responsible for maintaining the coveralls in a condition suitable to the City.

Household Hazardous Waste (HHW) shall be provided a shop coat once a year.

20:02 All employees who are employed by June 15<sup>th</sup> each year will be provided with the boot allowance, tool allowance and coveralls or coverall voucher as set out in 20:01 by June 1<sup>st</sup> of that year.

Employees absent from work and in receipt of W.S.I.B., sick leave or LTD, benefits for six (6) or more months during the twelve (12) months immediately preceding June 15<sup>th</sup> of any given year shall not be entitled to receive the boot allowance, tool allowance, coveralls or coverall voucher.

No payment, allowance or voucher will be given to employees who are absent from work without pay for six (6) months or more during the twelve (12) months immediately preceding June 15<sup>th</sup> of any given year.

## **21:00 CONTRACTING OUT**

21:01 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.

## **22:00 INCLEMENT WEATHER**

22:01 If during inclement weather, outside work is not possible in the opinion of the Superintendent, then they shall suspend operations on those works or the works which in their opinion cannot proceed. The crew or crews involved in the work will be dispatched from the job for remainder of that day and until such time as conditions warrant a renewal of work operations. The workers on such jobs shall receive

pay for the actual number of hours worked during the day of stoppage. If this provision affects the job involved more than two consecutive days, seniority provisions of layoff shall prevail.

22:02 Employees who report for work and who have not been previously notified not to report for work and who are subsequently sent home because of inclement weather, shall receive four (4) hours pay at straight time at their regular rate.

22:03 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber coats, boots and hats.

The City shall provide adequate sanitary facilities and provide means whereby the employees can change and dry their wet clothing.

### **23:00 WAGE SCHEDULE**

23:01 Wage rates and classifications shall be as outlined in Schedules "A" and "B", attached hereto and shall form an integral part of this agreement.

23:02 When an employee relieves in a higher classification they shall receive the rate of pay for the higher classification while so relieving, but shall receive not less than one (1) hours pay at the higher rate.

23:03 Employees covered by this Agreement shall be paid every second Thursday by direct payroll deposit.

### **24:00 TERM OF AGREEMENT**

24:01 This agreement shall continue in force and effect from February 1<sup>st</sup>, 2023 until January 31<sup>st</sup>, 2028. Either party to this agreement may not more than ninety (90) days and not less than thirty (30) days prior to January 31<sup>st</sup>, 2028 present to the other party in writing, proposed amendments to this agreement. The parties agree to arrange a meeting during the above mentioned period to exchange proposed contract amendments. Failing agreement by January 31<sup>st</sup>, 2028 this agreement and all its terms shall continue in force until a new agreement is executed.

24:02 Unless either party gives to the other party a written notice of termination or a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement.

SIGNED, SEALED AND DELIVERED THE CITY OF THE CITY  
OF SAULT STE. MARIE

\_\_\_\_\_  
(MAYOR)

\_\_\_\_\_  
(CLERK)

LOCAL #3, CANADIAN UNION  
OF PUBLIC EMPLOYEES

  
\_\_\_\_\_  
(PRESIDENT)

  
\_\_\_\_\_  
(GROUP VICE-PRESIDENT)

  
\_\_\_\_\_  
(NEGOTIATING COMMITTEE)

  
\_\_\_\_\_  
(NEGOTIATING COMMITTEE)

**SCHEDULE "A"**  
**WAGE SCHEDULE - PUBLIC WORKS**

<b>Job Class</b>	<b>Feb. 1, 2023</b>	<b>Feb. 1, 2024</b>	<b>Feb. 1, 2025</b>	<b>Feb. 1, 2026</b>	<b>Feb. 1, 2027</b>
	<b>+\$1.20</b>	<b>3.00%</b>	<b>3.00%</b>	<b>2.75%</b>	<b>3.75%</b>
1	\$24.80	\$25.54	\$26.31	\$27.03	\$28.04
2	\$26.88	\$27.69	\$28.52	\$29.30	\$30.40
3	\$27.43	\$28.25	\$29.10	\$29.90	\$31.02
4	\$27.98	\$28.82	\$29.68	\$30.50	\$31.64
5	\$28.38	\$29.23	\$30.11	\$30.94	\$32.10
6	\$29.18	\$30.06	\$30.96	\$31.81	\$33.00
7	\$31.09	\$32.02	\$32.98	\$33.89	\$35.16
8	\$31.69	\$32.64	\$33.62	\$34.54	\$35.84
9	\$32.78	\$33.76	\$34.77	\$35.73	\$37.07
10	\$33.44	\$34.44	\$35.47	\$36.45	\$37.82
11	\$34.08	\$35.10	\$36.15	\$37.14	\$38.53
12	\$34.89	\$35.94	\$37.02	\$38.04	\$39.47
13	\$36.54	\$37.64	\$38.77	\$39.84	\$41.33
14	\$38.28	\$39.43	\$40.61	\$41.73	\$43.29
15	\$40.44	\$41.65	\$42.90	\$44.08	\$45.73

- (1) Probation Labour Rate shall be at the wage rate paid to labourers during their probationary period as referred to in Article 11:04.
- (2) An Operator shall receive an additional \$.55 per hour for operating a truck with the wing plow in use without the assistance of a wing-person.

**APPRENTICE WAGE SCHEDULE AND JOB CLASSIFICATION:**

Apprentices shall be paid on the following formula:

Apprentices shall receive not less than the labour rate and shall receive increases in equal increments after completion of each 1800 hour period until the full journeyman rate is achieved in accordance with the total hours required for the particular trade.

## GENERAL CARPENTER AND WELDER APPRENTICE RATES

Level		Hours	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
Level 1	Prob. Labour	0 - 1800	\$24.80	\$25.54	\$26.31	\$27.03	\$28.04
Level 2	110%	1801 - 3600	\$27.28	\$28.09	\$28.94	\$29.73	\$30.84
Level 3	115%	3601 - 5400	\$28.52	\$29.37	\$30.26	\$31.08	\$32.25
Level 4	120%	5401 - 7200	\$29.76	\$30.65	\$31.57	\$32.44	\$33.65

## ELECTRICIAN: CONSTRUCTION & MAINTENANCE APPRENTICE RATES

Level		Hours	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
Level 1	Prob. Labour	0 - 1800	\$24.80	\$25.54	\$26.31	\$27.03	\$28.04
Level 2	105%	1801 - 3600	\$26.04	\$26.82	\$27.63	\$28.38	\$29.44
Level 3	110%	3601 - 5400	\$27.28	\$28.09	\$28.94	\$29.73	\$30.84
Level 4	115%	5401 - 7200	\$28.52	\$29.37	\$30.26	\$31.08	\$32.25
Level 5	120%	7201 - 9000	\$29.76	\$30.65	\$31.57	\$32.44	\$33.65

## REFRIGERATION & A/C MECHANIC (HVAC) APPRENTICE RATES

Level		Hours	Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
Level 1	Prob. Labour	0 - 1800	\$24.80	\$25.54	\$26.31	\$27.03	\$28.04
Level 2	105%	1801 - 3600	\$26.04	\$26.82	\$27.63	\$28.38	\$29.44
Level 3	110%	3601 - 5400	\$27.28	\$28.09	\$28.94	\$29.73	\$30.84
Level 4	115%	5401 - 7200	\$28.52	\$29.37	\$30.26	\$31.08	\$32.25
Level 5	120%	7201 - 9000	\$29.76	\$30.65	\$31.57	\$32.44	\$33.65

## MECHANIC APPRENTICE RATES

Level			Feb. 1, 2023	Feb. 1, 2024	Feb. 1, 2025	Feb. 1, 2026	Feb. 1, 2027
Level 0	no levels	Prob.Labour	\$24.80	\$25.54	\$26.31	\$27.03	\$28.04
Level 1	310T / 310S	105%	\$26.04	\$26.82	\$27.63	\$28.38	\$29.44
Level 2	310T / 310S	110%	\$27.28	\$28.09	\$28.94	\$29.73	\$30.84
Level 3	310T / 310S	115%	\$28.52	\$29.37	\$30.26	\$31.08	\$32.25
Level 4	310T / 310S	120%	\$29.76	\$30.65	\$31.57	\$32.44	\$33.65
Level 5	310T / 310S	125%	\$31.00	\$31.93	\$32.89	\$33.79	\$35.05
Level 6	310T / 310S	130%	\$32.24	\$33.20	\$34.20	\$35.14	\$36.45
Level 7	310T / 310S	135%	\$33.48	\$34.48	\$35.52	\$36.49	\$37.85

**SCHEDULE "B"**  
**JOB CLASSIFICATION**

CATEGORY & JOB JOB CLASS

Labour:

Probation Labour	1
Labour	2
* Janitor/Watchperson	3
Sanitary Helper	4
Saw Operator	
Litter Hog	
Asphalt Raker	
Hazardous Waste Depot - Landfill	7
<i>Skilled Labourer:</i>	7
Pipelayer	
Cement Finisher	
Skilled Worker	
Graderperson	
Trades Helper – Wastewater	7
Lead Hand Labour	9

Operators:

* Scale Operator	3
Sweeper	6
Tractor	
Catch Basin Cleaner	
Mower	
Roller	
Truck Driver	
Forklift, Boom Truck	
Steamer Operator	
Asphalt Zipper	
Street Flusher	
Sidewalk Plow	
Asphalt Recycler	7
Asphalt Spreader	
Front End Loader	
Bulldozer	
Grader	
Float	

Snowblower	7 (continued)
Utility Locates Person	
Sewer Flusher	
Landfill Operator	
Landfill Packer	
Loader and Compactor	
Backhoe Operator/Hydraulic Back Hoe	8
Shovel	9
Paving Stone	
Lead Hand Operations	9

\* - Posted positions and incumbents filling such posting will not be bumped during layoff.

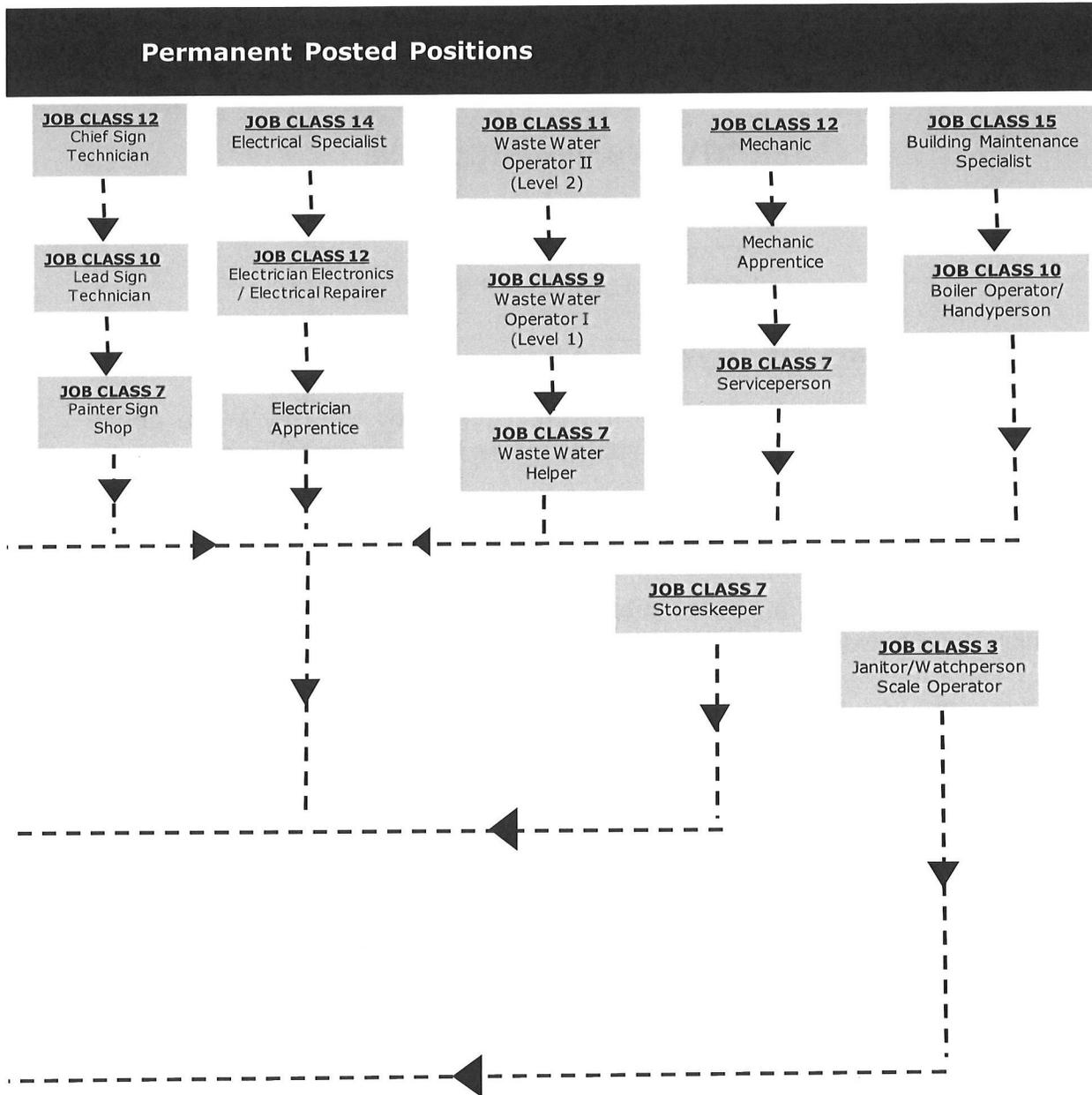
Trades:

Trades Helper Pool	6
Storekeeper	
Serviceperson	7
Sign Technician	
Trades Helper – Waste Water	7
Waste Water Operator I	9
Waste Water Operator II	11
Lead Sign Technician	10
Boiler Operator/Handyperson	
Chief Electronics – Electrical Repairperson	12
Chief Sign Technician	
Carpenter	
Welder	
Electrician	
Mechanic	
Electronics – Electrical Repairperson	
Chief Welder	13
Chief Carpenter	
Electrical Specialist (special rate)	14
Building Maintenance Specialist (special rate)	15





# AND POSTED POSITION CHART



**LETTER #1**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.P.E. – P.W.T.**

**RE: SUBSIDIZED WORK PROGRAMS**

Local 3 C.U.P.E. hereby agrees to the participation by the City in the above programs in areas of its jurisdiction subject to the following conditions:

- (i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 3 C.U.P.E.
- (ii) Local 3 C.U.P.E. will be given advance notice of such programs including work location, type of work and the term of the program.
- (iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.
- (iv) This understanding may be cancelled at any time upon providing 30 days notice in writing of such cancellation.

Signed at Sault Ste. Marie this 11<sup>th</sup> day of January, 2023.

FOR C.U.P.E. LOCAL 3

*“Marco Niro”*  
*“Mark Harrington”*  
*“Gord Neil”*  
*“Anthony Bumbacco”*  
*“Melinda Genys”*

FOR CITY

*“Ida Bruno”*  
*“Nicole Ottolino”*  
*“Susan Hamilton Beach”*  
*“Larry Girardi”*  
*“Monty Pinder”*  
*“Daniel Turco”*

**LETTER #2**  
**LETTER OF UNDERSTANDING**  
**Between**  
**THE CITY OF SAULT STE. MARIE**  
**AND**  
**LOCAL 3 C.U.P.E. – P.W.T.**

The parties agree to the following procedures in the case of a first conviction and loss of driver's licence for impaired driving.

- 1) Each case will be judged in its merits and will be at the discretion of the City.
- 2) The employee will exercise his seniority rights in the labour pool in accordance with the collective agreement.
- 3) In the event the employee does not have sufficient seniority he will be placed on lay-off.
- 4) The provisions of Articles 12:07 and 12:21 will be waived for the period of time an employee's licence is suspended.
- 5) On reinstatement of the driver's licence the employee will be returned to his former position in accordance with seniority standing at the time the driver's licence was suspended
- 6) The provisions of Articles 12:07 and 12:21 will apply for any subsequent conviction for impaired driving and loss of driver's licence.

Signed at Sault Ste. Marie this 11<sup>th</sup> day of January, 2023.

FOR C.U.P.E. LOCAL 3

*"Marco Niro"*  
*"Mark Harrington"*  
*"Gord Neil"*  
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FOR CITY

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*"Monty Pinder"*  
*"Daniel Turco"*

LETTER #3

MEMORANDUM OF UNDERSTANDING

RE: JANITOR POSITION – PROTECTED CLASSIFICATION STATUS

The parties agree that employees permanently assigned to the Janitor position will not be subject to displacement by senior employees from other classifications.

This arrangement will continue subject to the following terms and conditions:

- (i) Permanent vacancies for the position of Janitor will be posted and filled in accordance with Article 11:07 (b) of the agreement.
- (ii) Once an employee satisfactorily completes the probation period he will not be subject to displacement by other senior employees except by another more senior Janitor.
- (iii) An established employee in the Janitor position will lose his protected status upon accepting another temporary, seasonal, relief or permanent position in another classification subject to the provisions of Article 11:07.
- (iv) In the event an established Janitor moves to another classification, the vacant position will be posted and the successful applicant will obtain protected status.
- (v) This agreement regarding twelve (12) hours shifts for Janitors may be terminated at any time by either party with thirty (30) days notice in writing to the other party.
- (vi) Unpaid Lieu Day for Statutory Holiday if holiday falls upon Schedule Day Off provided:
  - such lieu day is mutually agreed with the supervisor and
  - is applicable to only one (1) employee for any given Statutory Holiday.

Signed at Sault Ste. Marie this 2<sup>nd</sup> day of February, 2023.

FOR C.U.P.E. LOCAL 3

*“Marco Niro”*  
*“Mark Harrington”*  
*“Gord Neil”*  
*“Anthony Bumbacco”*  
*“Melinda Genys”*

FOR CITY

*“Ida Bruno”*  
*“Nicole Ottolino”*  
*“Susan Hamilton Beach”*  
*“Larry Girardi”*  
*“Monty Pinder”*  
*“Daniel Turco”*

**LETTER #4**

**Between**

**The Corporation of the City of Sault Ste. Marie  
(the “Employer”)**

**-and-**

**CUPE and its Local 3 – PW  
(the “Union”)**

**WHEREAS** it is important that we attract Apprentices within the Union Bargaining Unit;

**AND WHEREAS** unpaid Educational Leave is a requirement during which the Apprentice must complete education (in-class) while employed with the Employer;

**NOW THEREFORE**, without admission of liability, without precedent, without prejudice to any other matters, and notwithstanding any provision of the Collective Agreement between the Employer and the Union to the contrary, the parties agree to the following:

1. An Apprentice must notify the Employer of any Educational Leave requirement at least one month in advance.
2. Hours spent while on Educational Leave are unpaid and do not count as active service. However, an Apprentice’s Greenshield Health Care benefits will remain active through periods of Educational Leave.
3. An Apprentice will not have access to any benefits provided through Manulife, including, short and long term disability, AD&D, and life insurance during any period of Educational Leave.

Signed at Sault Ste. Marie this 2<sup>nd</sup> day of February, 2023.

FOR C.U.P.E. LOCAL 3

FOR CITY

*“Marco Niro”*  
*“Mark Harrington”*  
*“Gord Neil”*  
*“Anthony Bumbacco”*  
*“Melinda Genys”*

*“Ida Bruno”*  
*“Nicole Ottolino”*  
*“Susan Hamilton Beach”*  
*“Larry Girardi”*  
*“Monty Pinder”*  
*“Daniel Turco”*

**LETTER #5**

**MEMORANDUM OF AGREEMENT**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**POSITION RE: WORKING LEAD HAND**

All new vacancies for Lead Hand shall be posted. Such postings shall be for a generic Lead Hand and shall not hold a Labourer or Operator designation. The employees currently established as Lead Hand will remain established. There will be one Lead Hand Labourer position which will be filled by the senior established Lead Hand Labourer. When the senior employee is not available, the next most senior Lead Hand Labourer will fill in on a replacement basis. If none of the currently established Lead Hand Labourers are available, the position will be filled from amongst the generic Lead Hands.

**LETTER #6**  
**LETTER OF UNDERSTANDING**  
**Between**  
**THE CITY OF SAULT STE. MARIE**  
**AND**  
**LOCAL 3 C.U.P.E. – P.W.T.**

**RE: GROUP VICE PRESIDENT - DAY SHIFT**

The parties agree that for the term of this collective agreement the Elected Group Vice President of Local 3 PW **may request to be** assigned to day shifts.

Signed at Sault Ste. Marie this 2<sup>nd</sup> day of February, 2023.

FOR C.U.P.E. LOCAL 3

*"Marco Niro"*  
*"Mark Harrington"*  
*"Gord Neil"*  
*"Anthony Bumbacco"*  
*"Melinda Genys"*

FOR CITY

*"Ida Bruno"*  
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*"Monty Pinder"*  
*"Daniel Turco"*

**LETTER #7**  
**LETTER OF CLARIFICATION**  
**Between**  
**THE CITY OF SAULT STE. MARIE**  
**AND**  
**LOCAL 3 C.U.P.E. – P.W.T.**

**RE: WELFARE PLAN**

The parties agree to meet during the term of the Collective Agreement to discuss welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed at Sault Ste. Marie this 11<sup>th</sup> day of January, 2023.

FOR C.U.P.E. LOCAL 3

*"Marco Niro"*  
*"Mark Harrington"*  
*"Gord Neil"*  
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FOR CITY

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*"Daniel Turco"*

**LETTER #8**

**LETTER OF CLARIFICATION**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.P.E. – P.W.T.**

**RE: ARTICLE 2:03**

It is understood by the parties with respect to Temporary Supervisors, that their primary focus will be the supervision of employees. However, it is further understood that such Temporary Supervisors can perform the work of the bargaining unit such as operating equipment and performing various labour duties. It is further understood that such work may be performed as required from time to time to assist in the flow of work.

Signed at Sault Ste. Marie this 11<sup>th</sup> day of January, 2023.

FOR C.U.P.E. LOCAL 3

*"Marco Niro"*  
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*"Melinda Genys"*

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*"Monty Pinder"*  
*"Daniel Turco"*

**LETTER #9**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

**RE: ACCOMMODATION & ABSENTEEISM**

Both Parties are concerned with the overall absenteeism and its related costs and causes among this group.

The Parties agree to utilize the Joint Consultation Committee structure to discuss absenteeism with the express purpose of resolving these issues.

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 endeavour 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 2<sup>nd</sup> day of February, 2023.

FOR C.U.P.E. LOCAL 3

*"Marco Niro"*

*"Mark Harrington"*

*"Gord Neil"*

*"Anthony Bumbacco"*

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FOR CITY

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*"Monty Pinder"*

*"Daniel Turco"*

**LETTER #10**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.P.E. – P.W.T.**

**RE: CONSOLIDATION OF LOCAL 3 CSD COLLECTIVE AGREEMENT**

Whereas the parties agree that it is beneficial to consolidate the Local 3 Community Services Collective Agreement in whole or in part into the Local 3 Public Works and Transportation Collective Agreement the parties agree to form a Committee consisting of Union representatives from Local 3 CSD (3 representatives - one (1) from each of Cemeteries, Parks and Facilities), Local 3 PW (3 representatives) and representatives of the City for this purpose.

The parties will meet during the term of the collective agreement to endeavour to negotiate and agree upon in the form of a Memorandum of Agreement, the additions, deletions and/or modifications necessary to consolidate the Local 3 CSD agreement into the Local 3 PW Collective Agreement.

Signed at Sault Ste. Marie this 11<sup>th</sup> day of January, 2023.

FOR C.U.P.E. LOCAL 3

*"Marco Niro"*  
*"Mark Harrington"*  
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FOR CITY

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*"Daniel Turco"*

**LETTER #11**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.PE. – P.W.T.**

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. 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. 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 two (2) hours 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 the one (1) identified address.

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 Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

Signed at Sault Ste. Marie this 2<sup>nd</sup> day of February, 2023.

FOR C.U.P.E. LOCAL 3

*"Marco Niro"*  
*"Mark Harrington"*  
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*"Melinda Genys"*

FOR CITY

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*"Monty Pinder"*  
*"Daniel Turco"*

**LETTER #12**

**LETTER OF AGREEMENT**

**Between**

**THE CITY OF SAULT STE. MARIE**

**AND**

**LOCAL 3 C.U.P.E. – P.W.T.**

**RE: STUDENT EMPLOYEES**

The Corporation and the Union support the hiring of students during regular school vacation periods and recognizes the importance of supporting this practice. This letter is in reference to those student positions, which are created to supplement the regular bargaining unit staff during traditional school summer vacation periods. The number of students employed in the Summer shall not exceed ten (10) without written agreement from the Union. The parties agree to meet annually at the conclusion of the summer season to discuss the continuation of the student program recognizing the work requirements are unique.

**Definition of a Student:**

A student is defined as an employee currently enrolled in an educational institution returning to an educational institution and who is on a regular school summer vacation. The rate of pay for a student will be defined under the Schedule A.

**Collective Agreement:**

The provisions of the Collective Agreement shall not apply to students. Students will be employed once all PW employees are recalled to work.

**Work Assignment:**

Work performed during or resulting from the hiring of students shall not result in lay off, demotion or displacement of any employee in the bargaining unit. All laid off employees shall be called back to work before students are employed.

Both parties agree that students will be hired to assist the workforce of the City and that part-time employees will be given preference over students of leaves of absence.

Signed at Sault Ste. Marie this 2<sup>nd</sup> day of February, 2023.

FOR C.U.P.E. LOCAL 3

*"Marco Niro"*  
*"Mark Harrington"*  
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*"Melinda Genys"*

FOR CITY

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*"Monty Pinder"*  
*"Daniel Turco"*



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2024-19**

**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 20<sup>rd</sup> day of February, 2024.

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**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

## SCHEDULE "A"

<b>Dave Devoe</b>	<b>84</b>
<b>Bill Long</b>	<b>96</b>
<b>Abhishek Verma</b>	<b>115</b>
<b>Joseph Barnes</b>	<b>117</b>
<b>Quentin Ketterer</b>	<b>118</b>
<b>Ronald Warnock</b>	<b>119</b>

<b>Jordan Gregorini</b>	<b>135</b>
<b>Michael Steinburg</b>	<b>136</b>
<b>Rajneesh Kumar</b>	<b>139</b>
<b>Kristopher Valley</b>	<b>165</b>
<b>Genavieve Ansley</b>	<b>166</b>
<b>Issac Parise</b>	<b>167</b>
<b>Satinder Singh</b>	<b>168</b>
<b>Akhil Akhil</b>	<b>169</b>

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2024-20**

**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 20<sup>th</sup> day of February, 2024.

---

**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

## Schedule "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
<b>SCHEDULE "A"</b>			
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
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 SP
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
344	HARPE,KEN	HOLIDAY INN.	320 BAY ST.
370	HANSEN,LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
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 SP
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 BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	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 SP
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
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)
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN 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 REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.S
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE

649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
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.
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.S
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
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 SP
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
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
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
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 SP
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
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
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
753	DISANO, RONALD	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
754	DAVIES, RHONDA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
757	WERTH, KARL	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
772	SINGH, ARSHPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP

773	VERMA, PUNEET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
779	BONIN, THOMAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
787	HINZ, MIKAELA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
788	LAPISH, ALEXANDER	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
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
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
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
807	PIHELGAS, JARI	CITY OF SAULT STE MARIE	STRATHCLAIR, DOG PARK, JOHN RHODES, NORTHERN COMMUNITY CENTRE
808	JOHAL, SUKHSIMRATPREI	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
809	AYUSH, AYUSH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
810	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
811	BOUCHARD, EMILY	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
812	KAUR, PARMINDERJIT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
813	KAUR, SIMRANJIT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
815	WAGNER, MATTHEW	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
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
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 SP
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 SP
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 MANAGEMENT	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 NO. 2024-21**

**APPOINTMENTS TO LOCAL BOARDS:** A by-law to amend By-law 2023-11 (being a by-law to appoint members to the Municipal Heritage Committee).

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

1. **BY-LAW 2023-11 AMENDED**

1. Appointments to the Municipal Heritage Committee

Insert	“Emily Boucher Taimi Johnson Lise Joyal Jami van Haften”
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for the period of February 20, 2024 to December 31, 2024.

2. **EFFECTIVE DATE**

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

**PASSED** in Open Council this 20<sup>th</sup> day of February 2024.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

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