

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

Monday, October 7, 2019

4:30 pm

Council Chambers

Civic Centre

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|  | Pages          |
|--|----------------|
| <b>1. Adoption of Minutes</b>  | <b>12 - 36</b> |
| Mover Councillor R. Niro   |                |
| Seconder Councillor M. Shoemaker   |                |
| Resolved that the Minutes of the Regular Council Meeting of 2019 09 23 be approved.            |                |
| <b>2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b> |                |
| <b>3. Declaration of Pecuniary Interest</b>  |                |
| <b>4. Approve Agenda as Presented</b>  |                |
| Mover Councillor M. Bruni  |                |
| Seconder Councillor D. Hilsinger   |                |
| Resolved that the Agenda for 2019 10 07 City Council Meeting as presented be approved.         |                |
| <b>5. Proclamations/Delegations</b>  |                |
| <b>5.1 Northern Ontario Italian Ladies Auxiliary Week</b>                                      |                |
| Ida Simon, President of the Elettra Marconi Society and Joyce Milligan, member                 |                |
| <b>5.2 Access to Justice Week</b>  |                |
| Kathryn Orydzuk and Mona Jones, members, Access to Justice Committee                           |                |

|            |  |         |
|------------|--|---------|
| <b>5.3</b> | <b>Scare Hunger</b>  |         |
|            | Brandie Sanderson on behalf of Maitland Motors   |         |
| <b>5.4</b> | <b>Christmas Cheer 2019</b>  |         |
|            | Diane Marshall, Convenor   |         |
| <b>6.</b>  | <b>Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>  |         |
|            | Mover Councillor R. Niro   |         |
|            | Seconder Councillor D. Hilsinger   |         |
|            | Resolved that all the items listed under date 2019 10 07 – Agenda item 6 – Consent Agenda be save and except Agenda items 6.13 and 6.14 approved as recommended.   |         |
| <b>6.1</b> | <b>2020 Council Meeting Schedule</b>   | 37 - 38 |
|            | A report of the City Clerk is attached for the consideration of Council.   |         |
|            | Mover Councillor M. Bruni  |         |
|            | Seconder Councillor M. Shoemaker   |         |
|            | Resolved that the report of the City Clerk dated 2019 10 07 regarding 2020 Council meeting schedule be received and that the proposed schedule be approved.  |         |
| <b>6.2</b> | <b>Tender for One (1) Tandem Plow Truck c/w Wing, Sander and Dump Box</b>  | 39 - 41 |
|            | A report of the Manager of Purchasing is attached for the consideration of Council.  |         |
|            | Mover Councillor M. Bruni  |         |
|            | Seconder Councillor M. Shoemaker   |         |
|            | Resolved that the report of the Manager of Purchasing dated 2019 10 07 be received and that the tender for the supply and delivery of one (1) 58000 GVW Tandem Plow Truck c/w Wing, Sander and 14' Four Seasons Type Dump Box as required by Public Works, be awarded to TMS Truck Centre Ltd. at their total tendered price of \$289,892.00 plus HST after the enhanced extended engine warranty is included. |         |
| <b>6.3</b> | <b>Vesting of Unsold Tax Sale Properties</b>   | 42 - 43 |
|            | A report of the Manager of Accounting and City Tax Collector is attached for the consideration of Council.   |         |
|            | Mover Councillor R. Niro   |         |
|            | Seconder Councillor D. Hilsinger   |         |
|            | Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 10 07 concerning Vesting of Unsold Tax Properties be received and that the City Tax Collector be authorized to vest these properties in the City's name.   |         |
| <b>6.4</b> | <b>Memorandum of Settlement – UNIFOR Local 1359 (Paramedics)</b>   | 44 - 78 |

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report from the Director of Human Resources dated 2019 10 07 concerning Memorandum of Settlement – UNIFOR Local 1359 (Paramedics) be received and that City Council approve ratification of the Memorandum of Settlement.

**6.5 Interest Arbitration Award – SSMPFFA Local 529 (Firefighters)**

79 - 89

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Director of Human Resources dated 2019 10 07 concerning Interest Arbitration Award – SSMPFFA Local 529 (Firefighters) be received as information.

**6.6 FutureSSM Project Update**

90 - 100

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 10 07 concerning FutureSSM Project Update be received as information.

**6.7 Videoboard – Score Clock GFL Memorial Gardens**

101 - 114

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Director of Community Services dated 2019 10 07 concerning Videoboard – Score Clock GFL Memorial Gardens be received and that staff be directed to:

1. obtain a structural analysis report (at the cost of the Soo Greyhounds);
2. issue a request for proposal for procurement and installation of a new videoboard (at the cost of the Soo Greyhounds);
3. enter into negotiations with the Soo Greyhounds for a new 10-year lease agreement of the videoboard

A lease agreement and authorizing by-law will appear on a future Agenda for Council approval.

|   |  |           |
|---|--|-----------|
| <b>6.8</b>  | <b>Property Standards Compliance Action for Jamestown</b>                  | 115 - 119 |
| A report of the Chief Building Official is attached for the consideration of Council.   |  |           |
| Mover Councillor R. Niro<br>Seconder Councillor M. Shoemaker<br>Resolved that the report of the Chief Building Official dated 2019 10 07 concerning Property Standards Compliance Action for Jamestown be received as information.  |  |           |
| <b>6.9</b>  | <b>Assume, Close and Convey Part Blake Avenue and Part Atlantic Street</b> | 120 - 122 |
| A report of the City Solicitor is attached for the consideration of Council.<br><br>The relevant By-laws 2019-195 and 2019-196 are listed under item 11 of the Agenda and will be read with all by-laws under that item.  |  |           |
| <b>6.10</b>   | <b>Ridesharing</b>   | 123 - 124 |
| A report of the City Solicitor is attached for the consideration of Council.<br><br>The relevant By-law 2019-194 is listed under item 11 of the Agenda and will be read with all by-laws under that item.   |  |           |
| <b>6.11</b>   | <b>Sale 540 Albert Street East</b>   | 125 - 130 |
| A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.<br><br>Mover Councillor R. Niro<br>Seconder Councillor D. Hilsinger<br>Resolved that the report of the City Solicitor/Senior Litigation Counsel dated 2019 07 10 regarding sale of 540 Albert Street East be received and that the Legal Department be authorized to enter into negotiations with the District of Sault Ste. Marie Social Services Administration Board for the sale of the 540 Albert Street East on the basis that a lease of the parking lot lands described as PIN 31542-0168 (LT), being civic 139 Brock Street East would also be entered into between the City and the District of Sault Ste. Marie Social Services Administration Board for the nominal amount of \$1.00 per year.<br><br>The relevant By-law 2019-184 to declare 540 Albert Street East surplus and authorizing the sale appears under item 11 of the Agenda and will be read with all by-laws under that item. |  |           |
| <b>6.12</b>   | <b>Waste Management – Cart Inventory</b>                                   | 131 - 132 |
| A report of the Director of Public Works is attached for the consideration of Council.<br><br>Mover Councillor M. Bruni   |  |           |

Seconder Councillor D. Hilsinger

Resolved that the report of the Director of Public Works dated 2019 10 07 concerning Waste Management Cart Inventory be received and that Council approve the purchase of carts and storage containers with funding from the Landfill Reserve (total cost \$123,500).

- 6.13 Surplus Property Abutting 415 Pim Street – Sault North Holdings Ltd. (operating as Great Lakes Honda)** 133 - 135

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

The relevant By-law 2019-199 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

- 6.14 Property Declared Surplus – City Owned Property Abutting 1 McGregor Avenue** 136 - 139

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

The relevant By-laws 2019-197 and 2019-198 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

- 6.15 *Tripartite Agreement – Paramedics Transfer to DSSMSSAB*** 140 - 141

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

The relevant By-law 2019-193 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

## **7. Reports of City Departments, Boards and Committees**

- 7.1 Administration**

- 7.2 Corporate Services**

- 7.3 Community Development and Enterprise Services**

- 7.4 Public Works and Engineering Services**

- 7.5 Fire Services**

- 7.6 Legal**

- 7.7 Planning**

- 7.7.1 A-11-19-Z 412 Second Line West and 236 Prentice Avenue – Pasquale Lento – Postponement Request** 142 - 143

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Senior Planner dated 2019 07 10 concerning application A-11-19-Z be received and that the application be postponed indefinitely until the applicant submits a finalized proposal to Planning staff.

7.7.2

**A-17-19-Z 1274 and 1276 Queen Street East (Prenzel)**

144 - 156

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the Report of the Planner dated 2019 10 07 concerning rezoning application A-17-19-Z be received, and that City Council approve the application and rezone the subject properties from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with a special exception to permit a triplex to locate on 1274 Queen Street East and another Triplex to locate on 1276 Queen Street East, in addition to the uses currently permitted, subject to the following provisions:

1. 1274 Queen Street East
  1. The required east side yard be reduced from 1.8 to 1.3 metres.
2. 1276 Queen Street East
  1. The required frontage be reduced from 15 to 13.5 metres.
  2. The required west side yard be reduced from 3 to 2.75 metres
  3. The required east side yard be reduced from 1.8 to 1.2 metres.

And that the Legal Department be directed to prepare the necessary by-law to effect this approval.

7.7.3

**A-18-19-Z 90 Chapple Avenue (Sault Ste. Marie Housing Corporation)**

157 - 170

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Planning Intern and Senior Planner dated 2019 10 07 concerning Rezoning Application A-18-19-Z be received, and that Council approve the application and rezone a southeasterly portion of the subject property, approximately 147m by 114m, from Parks and Recreation Zone (PR) to Medium Density Residential Zone (R4.S) with a special exception to:

1. Permit a community hub as an additional permitted use;
  - a. For the purposes of this by-law, a community hub shall be defined as an establishment containing programming that serves as a central access point for health, social, cultural, recreational and other

- resources.
2. Permit required parking to be located within the required front yard; and
  3. Reduce required parking spaces from 86 spaces to 68 spaces.

Further Be It Resolved that Council deem the portion of the subject property proposed to be rezoned as subject to site plan control, pursuant to section 41 of the *Planning Act*.

And that the Legal Department be directed to prepare the necessary by-law to effect this approval.

## 7.8

### **Boards and Committees**

## 8.

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

## 8.1

### **Indoor Mausoleum Feasibility**

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Whereas a number of residents have expressed the desire for indoor mausoleums at the City's cemeteries as can be found in many cities throughout Ontario; and

Whereas it is prudent for the City to test the demand in the market for indoor mausoleums;

Now Therefore Be It Resolved that staff be requested to review the feasibility of indoor mausoleums and attempt, through community outreach, to gauge the demand that might exist in Sault Ste. Marie for indoor mausoleums, and report back to Council with a recommendation on whether or not to pursue indoor mausoleums as a future expansion option in Sault Ste. Marie's cemeteries.

## 8.2

### **P Patch Access Road – Northern Avenue to Princeton Drive**

Mover Councillor M. Shoemaker

Seconder Councillor D. Hilsinger

Whereas the P Patch access road from Northern Avenue to Princeton Drive is slated for completion in the 2022 capital budget; and

Whereas it may be possible to identify funds at budget time or through under-runs in response to requests for tender in the 2020 capital budget to provide for the work to be completed sooner than 2022; and

Whereas in order to be in a position to complete the work sooner than 2022, the Engineering Department needs to complete surveying and design works for the P Patch access road;

Now Therefore Be It Resolved that the Engineering Department be requested to complete surveying and design work for the P Patch access road throughout the winter of 2019 so that the project is ready to be completed if funds can be identified

in 2020.

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

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

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that all By-laws under item 11 of the Agenda under date 2019 10 07 save and except By-laws 2019-197, 2019-198 and 2019-199 be approved.

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

**11.1.1 By-law 2019-184 (Property) 540 Albert Street East**

171 - 172

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2019-184 being a by-law to declare the City owned property legally described as PIN 31542-0155 (LT) LT 1-8 PL 5884 ST. MARY'S; PT LANE PL 5884 ST. MARY'S, PT 1 R9748, CLOSED BY RY160; PT LT 45 PL 5884 ST. MARY'S PT 2 1R9748, SAULT STE. MARIE being civic 540 Albert Street East, Sault Ste. Marie (Building), as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 7th day of October, 2019.

**11.1.2 By-law 2019-194 (Taxi) Ridesharing Amendment**

173 - 182

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2019-194 being a by-law to amend By-law 2011-161 (being a by-law to regulate, licence and govern vehicles used for hire to convey passengers, including brokers, owners, and drivers of taxicabs, limousines, wheelchair accessible vehicles and hotel shuttles) by adding Schedule "B" Ridesharing (regulating of Personal Transportation providers) to By-law 2011-161 be passed in open Council this 7th day of October, 2019.

**11.1.3 By-law 2019-195 (Street Assumption) Part Blake Avenue and Part Atlantic Street**

183 - 184

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2019-195 being a by-law to assume for public use and establish as a public street that portion of Blake Avenue described as part PIN 31546-0012 (LT) Blake Av Plan 285 St. Mary's being Parts 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 Plan 1R13599 and that portion of Atlantic Street described as part PIN 31546-0031 Part Atlantic Street Plan 285 St. Mary's being Parts 16 and 17 Plan 1R13599 be passed in open Council this 7th day of October, 2019.

|        |  |           |
|--------|--|-----------|
| 11.1.4 | <b>By-law 2019-198 (Property Acquisition) 1' by 1' Strip of Land 1 McGregor Avenue</b>   | 185 - 186 |
|        | A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.   |           |
|        | Mover Councillor C. Gardi<br>Seconder Councillor D. Hilsinger<br>Resolved that By-law 2019-198 being a by-law to authorize the acquisition of property being a 1 foot by 1 foot strip of lands located at 1 McGregor Avenue (Meeka Tomasic and Michael Bruni) be passed in open Council this 7th day of October, 2019.   |           |
| 11.1.5 | <b>By-law 2019-197 (Property) Declare City Property Abutting 1 McGregor Avenue Surplus</b>   | 187 - 188 |
|        | A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.   |           |
|        | Mover Councillor M. Bruni<br>Seconder Councillor D. Hilsinger<br>Resolved that By-law 2019-197 being a by-law to declare the City owned property legally described as Part PIN 31539-0019 (LT) PCL 153 SEC AWS; PT WATER LT IN FRONT OF LT 11 CON 1 SST. MARY'S AS IN A1488 EXCEPT LT23601; SAULT STE. MARIE, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 7th day of October, 2019.  |           |
| 11.1.6 | <b>By-law 2019-199 (Property) Sault North Holdings Ltd. (operating as Great Lakes Honda)</b>   | 189 - 191 |
|        | A report from the City Solicitor is on the Agenda.   |           |
|        | Mover Councillor M. Bruni<br>Seconder Councillor D. Hilsinger<br>Resolved that By-law 2019-199 being a by-law to declare the City owned property legally described as PIN 31546-0029 Lot 1 Block 7 Plan 285 being Parts 14 and 15 1R13599 and Part PIN 31546-0030 Part Lot 13 and 14 Block 8 Plan 285 being Parts 18 and 19 1R13599, as surplus to the City's needs and to authorize the disposition of the said property to Sault North Holdings Ltd. operating as Great Lakes Honda be passed in open Council this 7th day of October, 2019. |           |
| 11.1.7 | <b>By-law 2019-193 (Agreement) Paramedics Transfer to DSSMSSAB</b>   | 192 - 197 |
|        | A report from the Director of Human Resources is on the Agenda.  |           |

*Mover Councillor M. Bruni*

*Seconder Councillor D. Hilsinger*

Resolved that By-law 2019-193 being a by-law to approve the required execution by-law for the labour relations terms and conditions as they relate to the City of Sault Ste. Marie Paramedic Services transition from the Corporation of the City of Sault Ste. Marie to the District of Sault Ste. Marie Social Services Administration Board be passed in open Council this 7th day of October, 2019.

**11.2**

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

**11.2.1**

**By-law 2019-196 (Street Closing) Part Blake Avenue and Part Atlantic Street**

198 - 200

A report from the City Solicitor is on the Agenda.

*Mover Councillor M. Bruni*

*Seconder Councillor D. Hilsinger*

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 FIRST and SECOND time this 7th day of October, 2019.

**11.3**

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

**12.**

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

**13.**

**Closed Session**

*Mover Councillor R. Niro*

*Seconder Councillor M. Shoemaker*

Resolved that this Council proceed into closed session to discuss:

- a proposed disposition of property;
- an issue regarding labour relations or employee negotiations; and
- one item subject to solicitor/client privilege

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

*Municipal Act sections 239(2)(c) proposed or pending acquisition or disposition of land; 239(2)(d) labour relations or employee negotiations; and 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose*

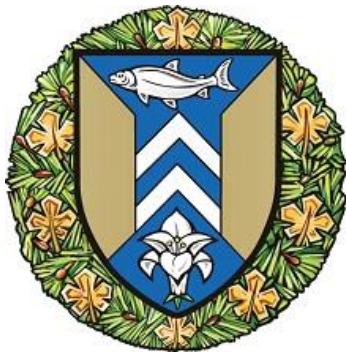
**14.**

**Adjournment**

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that this Council now adjourn.



## REGULAR MEETING OF CITY COUNCIL

### MINUTES

Monday, September 23, 2019

4:00 pm

Council Chambers  
Civic Centre

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

Absent: Councillor L. Dufour

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, P. Johnson, K. Fields, M. Zuppa, P. Niro, D. McConnell, S. Hamilton Beach, D. Elliott, F. Coccimiglio, B. Lamming, T. Vecchio, P. Tonazzo, S. Turco, J. Bruzas, J. King, V. McLeod, T. Anderson, A. Gravelle, I. Bruno

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Moved by: Councillor M. Scott

Seconded by Councillor L. Vezeau-Allen:

Resolved that this Council proceed into closed session to consider one item subject to solicitor/client privilege;

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

*Municipal Act section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose*

**Carried**

**1. Adoption of Minutes**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of 2019 09 09 be approved.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor S. Hollingsworth | X          |                |               |
| Councillor L. Dufour        |            |                | X             |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor C. Gardi         | X          |                |               |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      |

**Carried**

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

**3. Declaration of Pecuniary Interest**

**3.1 Councillor M. Shoemaker – 415 and 423 Pim Street – Restrictive Covenant Agreement**

Sault North Holdings Ltd. is a client of law firm.

**3.2 Councillor M. Shoemaker – By-law 2019-186 (Agreement) 415 & 423 Pim Street Restrictive Covenant**

Sault North Holdings Ltd. is a client of law firm.

**3.3 Councillor M. Shoemaker – Urban Indigenous Hub and Housing Development – Gateway Site**

A client of law firm has an interest

**3.4 Councillor M. Shoemaker – By-law 2019-190 (Agreement) Gateway Site MOU**

A client of law firm has an interest

**4. Approve Agenda as Presented**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Agenda for 2019 09 23 City Council Meeting as presented be approved.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |                |
|-----------------------------|------------|----------------|---------------|----------------|
| Mayor C. Provenzano         | X          |                |               |                |
| Councillor P. Christian     | X          |                |               |                |
| Councillor S. Hollingsworth | X          |                |               |                |
| Councillor L. Dufour        |            |                | X             |                |
| Councillor L. Vezeau-Allen  | X          |                |               |                |
| Councillor D. Hilsinger     | X          |                |               |                |
| Councillor M. Shoemaker     | X          |                |               |                |
| Councillor M. Bruni         | X          |                |               |                |
| Councillor R. Niro          | X          |                |               |                |
| Councillor C. Gardi         | X          |                |               |                |
| Councillor M. Scott         | X          |                |               |                |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      | <b>Carried</b> |

**5. Proclamations/Delegations**

**5.1 Culture Days**

Kathy Fisher, Curator, Ermatinger Clergue National Historic Site and Helena Huopalainen, Manager of Community Engagement, Sault Ste. Marie Public Library were in attendance.

**5.2 Habitat for Humanity**

Katie Blunt, Executive Director was in attendance.

**5.3 Fire Prevention Week**

Aaron Gravelle, Public Educator, Fire Services was in attendance.

**5.4 Dysautonomia Awareness Month**

Emily Wilkinson was in attendance.

**5.5 Community Culture Plan 2019 – 2024**

Dov Goldstein, Senior Practice Leader, Lord Cultural Resources was in attendance.

**5.6 Urban Indigenous Hub and Housing Development – Gateway Site**

Councillor M. Shoemaker declared a conflict on this item. (A client of law firm has an interest)

Bawating Urban Indigenous Committee members were in attendance (Justin Marchand, Executive Director, Ontario Aboriginal Housing Services, Cathy Syrette, Executive Director, Indian Friendship Centre, Kevin Tegosh, Executive Director, Family Resource Centre, Thomas Kakapshe, Executive Director, Neech-ke-Wehn Homes Inc.).

**5.7 A-16-19-Z 20 and 22 Blake Avenue**

L. Chung and F. DiTomasso were in attendance regarding Agenda item 7.7.1.

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that all the items listed under date 2019 09 23 – Agenda item 6 – Consent Agenda save and except Agenda item 6.8 and 6.12 be approved as recommended.

| Majority                    | For | Against | Absent |
|-----------------------------|-----|---------|--------|
| Mayor C. Provenzano         | X   |         |        |
| Councillor P. Christian     | X   |         |        |
| Councillor S. Hollingsworth | X   |         |        |
| Councillor L. Dufour        |     |         | X      |
| Councillor L. Vezeau-Allen  | X   |         |        |
| Councillor D. Hilsinger     | X   |         |        |
| Councillor M. Shoemaker     | X   |         |        |

## September 23, 2019 Council Minutes

|                     |           |          |          |  |
|---------------------|-----------|----------|----------|--|
| Councillor M. Bruni | X         |          |          |  |
| Councillor R. Niro  | X         |          |          |  |
| Councillor C. Gardi | X         |          |          |  |
| Councillor M. Scott | X         |          |          |  |
| <b>Results</b>      | <b>10</b> | <b>0</b> | <b>1</b> |  |

**Carried**

### **6.1 2019 City of Sault Ste. Marie Credit Rating**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Chief Financial Officer/Treasurer dated 2019 09 23 concerning the 2019 City of Sault Ste. Marie Credit Rating be received as information.

**Carried**

### **6.2 Council Vacancy Policy**

The report of the City Clerk was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the City Clerk dated 2019 09 23 be received and the Council Vacancy Policy be adopted as presented.

**Carried**

### **6.3 LopLops – Request for Municipally Significant Event**

The report of the City Clerk was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the City Clerk dated 2019 09 23 concerning LopLops request for a municipally significant event be received and that Council has no objection to the Oktoberfest event being held at the Canadian Bushplane Heritage Centre on October 5, 2019.

**Carried**

**6.4 Bus Shelter Lease – Lukenda Drive**

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

The relevant By-law 2019-188 is listed under item 11 of the Minutes.

**6.5 John Rhodes Community Centre Feasibility Study**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director, Community Services dated 2019 09 23 be received and that staff be authorized to apply for the Natural Resources Canada Energy Manager Program Funding and the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) for funding to conduct an American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Level 2 Audit at the John Rhodes Community Centre.

**Carried**

**6.6 James Street Area Revitalization Plan – Update**

The report of the Senior Planner was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Senior Planner dated 2019 09 23 concerning James Street Area Revitalization Plan be received as information.

**Carried**

**6.7 DCIP – Financial Incentive Grant Applications – September 2019**

The report of the Senior Planner was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Senior Planner dated 2019 09 23 concerning Downtown Community Improvement Plan Financial Incentive applications be received and that the grant applications: Façade Improvement Grant (298 Queen Street East; 754 Queen Street East; 505 Albert Street East), Upper Floor Residential Conversion Grant (659 Queen Street East) and Patio Conversion Grant (765 Queen Street East) be approved.

**Carried**

**6.9 Municipal Law Enforcement Officers**

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

The relevant By-law 2019-185 is listed under item 11 of the Minutes.

**6.10 2020 Capital Roads Program**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Engineering dated 2019 09 23 regarding 2020 Capital Roads Program be received and that procurement proceed for 2020 projects; further that the resurfacing of Trunk Road be the 2021 designated project for potential Connecting Link funds.

**Carried**

**6.11 Reconstruction of Black Road – McNabb Street to Second Line**

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

The relevant By-law 2019-189 is listed under item 11 of the Minutes.

**6.13 Licence to Occupy Agreement – Skyline Retail Real Estate Holdings Inc.**

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

The relevant By-law 2019-187 is listed under item 11 of the Minutes.

**6.14 Surplus Property**

The report of the City Solicitor was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the City Solicitor dated 2019 09 23 concerning the sale of surplus property be received and direction provided to the Legal Department to start the process of confirming City surplus property and seeking the sale of same in increments as set out in the report.

**Carried**

**6.15 Housekeeping – User Fee By-laws**

The report of the City Solicitor was received by Council.

The relevant By-laws 2019-161, 2019-163, 2019-171, 2019-172, 2019-173, 2019-174, 2019-175, 2019-176, 2019-177, 2019-178, 2019-179 and 2019-180 are listed under item 11 of the Minutes.

**6.16 Unified Communication System (Telephony)**

The report of the City Solicitor was received by Council.

The relevant By-law 2019-191 is listed under item 11 of the Minutes.

**6.17 65 Old Garden River Road – Extension Agreement**

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

The relevant By-law 2019-170 is listed under item 11 of the Minutes.

**6.18 Payday Loan Business By-law**

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

The relevant By-law 2019-164 is listed under item 11 of the Minutes.

**6.19 Memorandums of Settlement for ATU Local 1767, CUPE Local 3 Public Works, and CUPE Local 67 Civic Centre**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Human Resources dated 2019 09 23 be received and approve the recommendation that City Council ratify the following:

1. Memorandum of Settlement for ATU Local 1767
2. Memorandum of Settlement for CUPE Local 3 Public Works, and
3. Memorandum of Settlement for CUPE Local 67 Civic Centre

**Carried**

**6.8 415 and 423 Pim Street – Restrictive Covenant Agreement**

Councillor M. Shoemaker declared a conflict on this item. (Sault North Holdings Ltd. is a client of law firm.)

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

The relevant By-law 2019-186 is listed under item 11 of the Minutes.

**6.12 Multi-family Waste Collection Contract**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Public Works dated 2019 09 23 concerning Multi-family Waste Collection Contract be received and that Council direct staff to no longer contract waste collection for properties of the multi-sector with five (5) units or more; further that Council direct staff to communicate this change in level of service to affected property owners.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |                |
|-----------------------------|------------|----------------|---------------|----------------|
| Mayor C. Provenzano         | X          |                |               |                |
| Councillor P. Christian     | X          |                |               |                |
| Councillor S. Hollingsworth |            | X              |               |                |
| Councillor L. Dufour        |            |                | X             |                |
| Councillor L. Vezeau-Allen  | X          |                |               |                |
| Councillor D. Hilsinger     | X          |                |               |                |
| Councillor M. Shoemaker     | X          |                |               |                |
| Councillor M. Bruni         |            | X              |               |                |
| Councillor R. Niro          | X          |                |               |                |
| Councillor C. Gardi         | X          |                |               |                |
| Councillor M. Scott         |            | X              |               |                |
| <b>Results</b>              | <b>7</b>   | <b>3</b>       | <b>1</b>      | <b>Carried</b> |

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

**7.1 Administration**

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

### 7.3.1 Community Culture Plan 2019-2024

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Project Manager, FutureSSM, Community Development and Enterprise Services dated 2019 09 23 concerning Community Culture Plan 2019-2024 be received;

Further that Council approve the adoption of the *Sault Ste. Marie Community Culture Plan 2019-2024* in principle; and,

Further that staff be directed to work to achieve the goals and actions outlined in the Plan with any municipal monetary requests referred to future budgets.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |                |
|-----------------------------|------------|----------------|---------------|----------------|
| Mayor C. Provenzano         | X          |                |               |                |
| Councillor P. Christian     | X          |                |               |                |
| Councillor S. Hollingsworth |            | X              |               |                |
| Councillor L. Dufour        |            |                | X             |                |
| Councillor L. Vezeau-Allen  | X          |                |               |                |
| Councillor D. Hilsinger     | X          |                |               |                |
| Councillor M. Shoemaker     |            | X              |               |                |
| Councillor M. Bruni         |            | X              |               |                |
| Councillor R. Niro          | X          |                |               |                |
| Councillor C. Gardi         | X          |                |               |                |
| Councillor M. Scott         |            | X              |               |                |
| <b>Results</b>              | <b>6</b>   | <b>4</b>       | <b>1</b>      | <b>Carried</b> |

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Project Manager, Future SSM, Community Development and Enterprise Services dated 2019 09 23 concerning Community Culture Plan 2019-2024 be received and that Council refer the plan back to staff to undertake further study in this area within their regular departmental budget and return to Council with a revised Community Cultural Plan 2019-2024 after seeking greater

input from the Future SSM Arts and Culture roundtable and from the City's four main cultural attractions, those being: Sault Ste. Marie Museum, Art Gallery of Algoma, Ermatinger Clergue National Historic Site and the Canadian Bushplane Heritage Centre as well as other arts and culture groups or agencies within the City of Sault Ste. Marie.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         |            | X              |               |
| Councillor P. Christian     | X          |                |               |
| Councillor S. Hollingsworth | X          |                |               |
| Councillor L. Dufour        |            |                | X             |
| Councillor L. Vezeau-Allen  |            | X              |               |
| Councillor D. Hilsinger     |            | X              |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor R. Niro          |            | X              |               |
| Councillor C. Gardi         |            | X              |               |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>5</b>   | <b>5</b>       | <b>1</b>      |

**Tied, Defeated**

### **7.3.2 Urban Indigenous Hub and Housing Development – Gateway Site**

Councillor M. Shoemaker declared a conflict on this item. (A client of law firm has an interest)

The report of the Deputy CAO, Community Development and Enterprise Services was received by Council.

The relevant By-law 2019-190 is listed under item 11 of the Minutes.

### **7.4 Public Works and Engineering Services**

### **7.5 Fire Services**

### **7.6 Legal**

### **7.7 Planning**

**7.7.1 A-16-19-Z 20 and 22 Blake Avenue**

The report of the Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated 2019 09 23 concerning rezoning application A-16-19-Z be received, and that City Council approve the application and rezone the subject properties from General Commercial Zone, with a special exception (C4.S200) to General Commercial Zone, with an amended special exception (C4.S200) to permit access between Blake Avenue and 23 Great Northern Road, subject to the following conditions:

1. That the driveway between the travelled (paved) portion of Blake Avenue and the existing paved parking area be paved; and
2. That the access point onto Blake Avenue be limited to a *Medical Office* use only.

And that the Legal Department be directed to prepare the necessary by-law to effect this approval.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     |            | X              |               |
| Councillor S. Hollingsworth |            | X              |               |
| Councillor L. Dufour        |            |                | X             |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor D. Hilsinger     |            | X              |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor M. Bruni         |            | X              |               |
| Councillor R. Niro          |            | X              |               |
| Councillor C. Gardi         |            | X              |               |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>4</b>   | <b>6</b>       | <b>1</b>      |

**Defeated**

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Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that Council resolution dated July 15, 2019 concerning Blake Avenue north of Wawanosh be amended to include all of Blake Avenue.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |                |
|-----------------------------|------------|----------------|---------------|----------------|
| Mayor C. Provenzano         | X          |                |               |                |
| Councillor P. Christian     | X          |                |               |                |
| Councillor S. Hollingsworth | X          |                |               |                |
| Councillor L. Dufour        |            |                | X             |                |
| Councillor L. Vezeau-Allen  | X          |                |               |                |
| Councillor D. Hilsinger     | X          |                |               |                |
| Councillor M. Shoemaker     | X          |                |               |                |
| Councillor M. Bruni         | X          |                |               |                |
| Councillor R. Niro          | X          |                |               |                |
| Councillor C. Gardi         | X          |                |               |                |
| Councillor M. Scott         | X          |                |               |                |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      | <b>Carried</b> |

### **7.8 Boards and Committees**

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

#### **8.1 School Zones**

Moved by: Councillor M. Scott

Seconded by: Councillor C. Gardi

Whereas the City of Sault Ste. Marie has 24 elementary schools; and

Whereas there are only ten officially designated “school zones” with reduced speed limits within Sault Ste. Marie; and

Whereas the safety of our community’s children is of critical importance to the residents of Sault Ste. Marie; and

Whereas some communities in the province have reduced-speed school zone policies to supplement standard provincial guidelines;

Now Therefore Be It Resolved that staff be requested to bring a policy to Council that clearly establishes conditions for reduced-speed school zones within the City of Sault Ste. Marie.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |  |
|-----------------------------|------------|----------------|---------------|--|
| Mayor C. Provenzano         | X          |                |               |  |
| Councillor P. Christian     | X          |                |               |  |
| Councillor S. Hollingsworth | X          |                |               |  |
| Councillor L. Dufour        |            |                | X             |  |
| Councillor L. Vezeau-Allen  | X          |                |               |  |
| Councillor D. Hilsinger     | X          |                |               |  |
| Councillor M. Shoemaker     | X          |                |               |  |
| Councillor M. Bruni         | X          |                |               |  |
| Councillor R. Niro          | X          |                |               |  |
| Councillor C. Gardi         | X          |                |               |  |
| Councillor M. Scott         | X          |                |               |  |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      |  |

**Carried**

## **8.2 Consideration of Credit Cards as a Payment Option**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor P. Christian

Whereas credit cards are a convenient financial product used by millions of Canadians for everyday purchases such as gas, groceries, pharmacy, and other goods and services; and

Whereas when used responsibly, a credit card can be a valuable tool for earning rewards, travelling, handling emergencies or unplanned expenses; and

Whereas there are about 31,000,000 active credit card accounts in Canada; and

Whereas with the popularity of earning rewards, more businesses, including some municipalities are accepting credit cards;

Now Therefore Be It Resolved that staff be requested to research and report as to whether a credit card platform should or should not be implemented in 2020 for the first quarter tax payment which may include the following:

1. Users may be responsible for the service fee
2. Credit cards may be restricted for specific transactions such as taxes
3. The overall cost and benefits of implementing this to the City be outlined
4. Examples of other municipalities allowing the use of credits cards and those that have rejected the notion be shared

to ensure that the City of Sault Ste. Marie is providing the most convenient payment methods for constituents.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor S. Hollingsworth | X          |                |               |
| Councillor L. Dufour        |            |                | X             |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor C. Gardi         | X          |                |               |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      |

**Carried**

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

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda save and except By-laws 2019-186 and By-law 2019-190 under date 2019 09 23 be approved.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor S. Hollingsworth | X          |                |               |
| Councillor L. Dufour        |            |                | X             |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor C. Gardi         | X          |                |               |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      |

**Carried**

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

**11.1.1 By-law 2019-161 (Building) Amend By-law 2008-148**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-161 being a by-law to amend Schedule "A" to By-law 2008-148 (being a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.2 By-law 2019-163 (Regulations) Amend By-law 2012-129 Cemeteries**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-163 being a by-law to amend By-law 2012-129 (being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie) (Cemeteries) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.3 By-law 2019-164 (Licensing) Payday Loan Business Licencing**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-164 being a by-law to licence, govern and regulate payday loan businesses within the City of Sault Ste. Marie be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.4 By-law 2019-165 (Agreement) Entomica Amendment**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-165 being a by-law to authorize the Amending Agreement between the City and The Sault Ste. Marie Insectarium for funds to hire full-time NOHFC interns, part-time insect care staff and the acquisition of additional insects for programming be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.5 By-law 2019-170 (Agreement) SSMDSSAB 65 Old Garden River Road**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2019-170 being a By-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie District Social Services Administration Board authorizing the extension of the lease agreement regarding 65 Old Garden River Road be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.6 By-law 2019-171 (Regulations) Repeal Amending By-laws 2011-43 and 2012-31**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-171 being a by-law to repeal various by-laws that amended the repealed regulations By-law 2003-140 (being a by-law to establish fees for certain waste management services) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.7 By-law 2019-172 (Licensing) Plumbers**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-172 being a by-law to amend By-law 2003-54 (Licensing Plumbers) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.8 By-law 2019-173 (Streets) Amend Streets By-law 2008-131**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-173 being a by-law to amend Streets By-law 2008-131 be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.9 By-law 2019-174 (Licensing) Amend By-law 2003-50 License Amusement Arcades**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-174 being a by-law to amend By-law 2003-50 (License Amusement Arcades) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.10 By-law 2019-175 (Tax) Repeal By-law 2013-240 Tax Certificates**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-175 being a by-law to repeal By-law 2013-240 (being a by-law to authorize an amount as a charge for a certified statement of tax account status) (Tax Certificate) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.11 By-law 2019-176 (Licensing) Amend By-law 2002-165 Adult Entertainment**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-176 being a by-law to amend By-law 2002-165 (Adult Entertainment Parlours) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.12 By-law 2019-177 (Regulations) Amend By-law 2003-52 Pawnbrokers**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-177 being a by-law to amend By-law 2003-52 (Licensing Pawnbrokers) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.13 By-law 2019-178 (Regulations) Repeal By-law 2004-83 (Garbage Collection)**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-178 being a by-law to repeal By-law 2004-83 (being an amending by-law for the management of waste and recycling in the City of Sault Ste. Marie) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.14 By-law 2019-179 (Planning) Committee of Adjustment (Fees)**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-179 being a by-law to repeal By-law 2010-87, (being a by-law to increase minor variance application fees for commercial, industrial or institutional zoned applications and to repeal amending By-laws 2012-30, 2013-24, 2013-235, 2015-26, 2016-209, 2017-233 and 2019-23 be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.15 By-law 2019-180 (Licensing) Amend By-law 2018-67 (Peddler and Food Vendor Licensing)**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-180 being a by-law to amend By-law 2018-67 (being a by-law to licence, govern and regulate peddlers and street sales) be passed in open Council 23rd day of September, 2019.

**Carried**

**11.1.16 By-law 2019-181 (Council Procedure) Acting Mayor and Mover/Seconder**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-181 being a by-law to provide for the appointment of persons to act in the place of the Mayor during an absence or vacancy during the 2018-2022 term of City Council for The Corporation of the City of Sault Ste. Marie and to repeal By-law 2018-212 be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.17 By-law 2019-182 (Zoning) 1187 Great Northern Road**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-182 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1187 Great Northern Road (Tombari Electric Limited) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.18 By-law 2019-183 (Zoning) 25 Drive In Road**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-183 being a By-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 25 Drive In Road (Clint Burdeniuk) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.19 By-law 2019-185 (Parking) Municipal Law Enforcement Officers**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-185 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 23rd day of September, 2019.

**Carried**

**11.1.21 By-law 2019-187 (Agreement) Skyline-Trunk Road**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-187 being a by-law to authorize the execution of the Licence to Occupy Agreement between the City and Skyline Retail Real Estate Holdings Inc. to occupy a strip of land abutting 129 Trunk Road be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.22 By-law 2019-188 (Agreement) Bus Shelter Lease-Lukenda Drive**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-188 being a by-law to authorize the execution of a Lease Agreement between Lukenda Holdings Inc. and The Corporation of the City of Sault Ste. Marie to install a bus shelter on Lukenda Drive be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.23 By-law 2019-189 (Agreement) Black Road Reconstruction Contract 2019-10E**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-189 being a by-law authorize the execution of the Contract between the City and Pioneer Construction Inc. for the partial reconstruction, widening and resurfacing of Black Road from McNabb Street to Second Line (Contract 2019-10E) be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.25 By-law 2019-191 (Agreement) Shaw Telephone Amendment**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-191 being a by-law to authorize the execution of the Amending Agreement between the City and SHAW BUSINESS, a division of Shaw Telecom G.P., Shaw Business U.S., Inc., and/or Shaw Envision Inc. for the provision of the terms of quantities limited under the service description for the Unified Communication System be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.26 By-law 2019-192 (Council Procedure) Amend By-law 2013-100 (being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie)**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-192 being a by-law to amend By-law 2013-100 (being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie be passed in open Council this 23rd day of September, 2019.

**Carried**

**11.1.20 By-law 2019-186 (Agreement) 415 & 423 Pim Street Restrictive Covenant**

Councillor M. Shoemaker declared a conflict on this item. (Sault North Holdings Ltd. is a client of law firm.)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-186 being a by-law to authorize the execution of the Restrictive Covenant Agreement between the City and Sault North Holdings Ltd. to satisfy requirements under the *Ontario Building Code* be passed in open Council this 23rd day of September, 2019.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor S. Hollingsworth | X          |                |               |
| Councillor L. Dufour        |            |                | X             |
| Councillor L. Vezeau-Allen  | X          |                |               |

## September 23, 2019 Council Minutes

|                         |          |          |          |  |
|-------------------------|----------|----------|----------|--|
| Councillor D. Hilsinger | X        |          |          |  |
| Councillor M. Shoemaker |          |          |          |  |
| Councillor M. Bruni     | X        |          |          |  |
| Councillor R. Niro      | X        |          |          |  |
| Councillor C. Gardi     | X        |          |          |  |
| Councillor M. Scott     | X        |          |          |  |
| <b>Results</b>          | <b>9</b> | <b>0</b> | <b>1</b> |  |

**Carried**

### **11.1.24 By-law 2019-190 (Agreement) Gateway Site MOU**

Councillor M. Shoemaker declared a conflict on this item. (A client of law firm has an interest.)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-190 being a by-law to authorize the execution of the Memorandum of Understanding (MOU) between the City and The Bawating Urban Indigenous Committee for a development on the Gateway site consisting of approximately 50,000 ft.<sup>2</sup> of office space and 240 residential apartments be passed in open Council this 23rd day of September, 2019.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor S. Hollingsworth | X          |                |               |
| Councillor L. Dufour        |            |                | X             |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     |            |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor C. Gardi         | X          |                |               |

|                     |   |   |   |         |
|---------------------|---|---|---|---------|
| Councillor M. Scott | X |   |   |         |
| Results             | 9 | 0 | 1 |         |
|                     |   |   |   | Carried |

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

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

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

**13. Closed Session**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council proceed into closed session to discuss a proposed disposition of property; and

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

*Municipal Act sections 239(2)(c) proposed or pending acquisition or disposition of land.*

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

September 23, 2019 Council Minutes

|                     |           |          |          |                |
|---------------------|-----------|----------|----------|----------------|
| Councillor M. Scott | X         |          |          |                |
| <b>Results</b>      | <b>10</b> | <b>0</b> | <b>1</b> |                |
|                     |           |          |          | <b>Carried</b> |

**14. Adjournment**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council now adjourn.

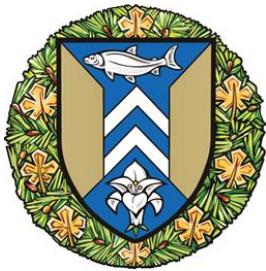
| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b>  |
|-----------------------------|------------|----------------|----------------|
| Mayor C. Provenzano         | X          |                |                |
| Councillor P. Christian     | X          |                |                |
| Councillor S. Hollingsworth | X          |                |                |
| Councillor L. Dufour        |            |                | X              |
| Councillor L. Vezeau-Allen  | X          |                |                |
| Councillor D. Hilsinger     | X          |                |                |
| Councillor M. Shoemaker     | X          |                |                |
| Councillor M. Bruni         | X          |                |                |
| Councillor R. Niro          | X          |                |                |
| Councillor C. Gardi         | X          |                |                |
| Councillor M. Scott         | X          |                |                |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>       |
|                             |            |                | <b>Carried</b> |

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\_\_\_\_\_  
Mayor

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\_\_\_\_\_  
City Clerk



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

### C O U N C I L   R E P O R T

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Rachel Tyczinski, City Clerk  
**DEPARTMENT:** Corporate Services  
**RE:** 2020 Council Meeting Schedule

---

#### PURPOSE

The purpose of this report is to obtain Council approval of the 2020 Council meeting schedule.

#### BACKGROUND

Not applicable.

#### ANALYSIS

The proposed Council meeting schedule provides for the same pattern of meeting dates as is set out in the procedure by-law (two meetings per month except for the months of July, August and December, which have a single meeting each). The schedule takes into account public holidays in 2020, March break and the AMO conference dates (August 16 – 19, 2020).

#### FINANCIAL IMPLICATIONS

There is no financial impact.

#### STRATEGIC PLAN / POLICY IMPACT

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

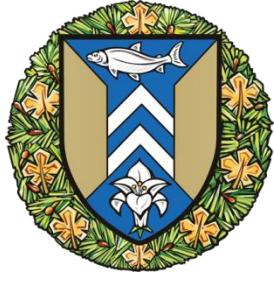
#### RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2019 10 07 regarding 2020 Council meeting schedule be received and that the proposed schedule be approved.

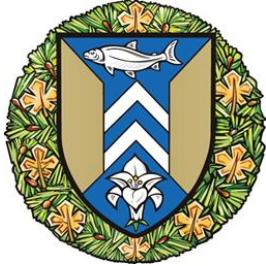
Respectfully submitted,

Rachel Tyczinski  
City Clerk  
705.759.5391  
[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)



## 2020 City Council Meeting Schedule

| Date                 | Start Time | Planning  |
|----------------------|------------|-----------|
| January 6            | 4:30 p.m.  | 5:30 p.m. |
| January 20           | 4:30 p.m.  | 5:30 p.m. |
| February 3           | 4:30 p.m.  | 5:30 p.m. |
| February 24          | 4:30 p.m.  | 5:30 p.m. |
| March 9              | 4:30 p.m.  | 5:30 p.m. |
| March 23             | 4:30 p.m.  | 5:30 p.m. |
| April 6              | 4:30 p.m.  | 5:30 p.m. |
| April 27             | 4:30 p.m.  | 5:30 p.m. |
| May 11               | 4:30 p.m.  | 5:30 p.m. |
| May 25               | 4:30 p.m.  | 5:30 p.m. |
| June 8               | 4:30 p.m.  | 5:30 p.m. |
| June 29              | 4:30 p.m.  | 5:30 p.m. |
| July 13              | 4:30 p.m.  | 5:30 p.m. |
| August 10            | 4:30 p.m.  | 5:30 p.m. |
| September 14         | 4:30 p.m.  | 5:30 p.m. |
| September 28         | 4:30 p.m.  | 5:30 p.m. |
| October 13 (Tuesday) | 4:30 p.m.  | 5:30 p.m. |
| October 26           | 4:30 p.m.  | 5:30 p.m. |
| November 9           | 4:30 p.m.  | 5:30 p.m. |
| November 30          | 4:30 p.m.  | 5:30 p.m. |
| December 14          | 4:30 p.m.  | 5:30 p.m. |



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

### C O U N C I L   R E P O R T

October 7, 2019

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

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Tender for One (1) Tandem Plow Truck c/w Wing, Sander & Dump Box

---

#### PURPOSE

Attached hereto for Council's information and consideration is a summary of the tenders received for the supply and delivery of One (1) 58000 GVW Tandem Plow Truck c/w Wing, Sander & 14' Four Seasons Type Dump Box as required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

#### BACKGROUND

In February of 2019, one of Public Works' Plow/Sander Trucks burned resulting in a total loss. In these cases, the City's Insurer will pay for a like-for-like replacement at full cost plus applicable HST without deduction for depreciation, or the application of a deductible.

The City has changed its specifications for these vehicles since delivery of the vehicle that had burned; in order to improve reliability and reduce maintenance costs. The tender issued reflected these specifications.

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held September 11, 2019 with the City Clerk in attendance.

#### ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Manager of Equipment & Building Maintenance – Public Works, and the low tendered price, meeting specifications, with enhanced extended engine warranty has been identified on the attached summary. The additional engine warranty is a desired option based on the annual mileage of these vehicles and costs for repairs which may occur outside of the first three years of use.

One (1) Tandem Plow Truck c/w Wing, Sander & Dump Box

2019 07 15

Page 2

### **FINANCIAL IMPLICATIONS**

The low tendered price, meeting specifications, with enhanced extended engine warranty for this equipment is \$294,994.10 including non-rebatable HST is applied.

The City's Insurer will provide \$284,078.89 in funding towards the replacement (reflecting like-for-like replacement cost including non-rebatable HST); with the balance of approximately \$10,915.20 including non-rebatable HST to be allocated from within Public Works Operating Budgets.

### **STRATEGIC PLAN / POLICY IMPACT**

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

### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2019 10 07 be received and the recommendation that the tender for the supply and delivery of One (1) 58000 GVW Tandem Plow Truck c/w Wing, Sander & 14' Four Seasons Type Dump Box as required by Public Works, be awarded to TMS Truck Centre Ltd. at their total tendered price of \$289,892.00 plus HST after the enhanced extended engine warranty is included, be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)

**SUMMARY OF TENDERS**  
**ONE (1) 58000 GVW TANDEM PLOW TRUCK c/w WING, SANDER & 14' FOUR SEASONS TYPE DUMP BOX**

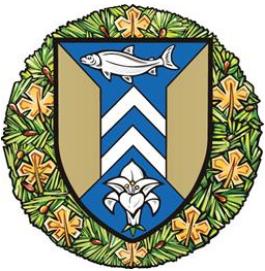
| <u>Firm</u>   | <u>Opt</u> | <u>Make &amp; Model</u>   | <u>Delivery</u> | <u>Warranty</u>   | <u>Total Tendered Price<br/>(HST extra)</u> | <u>Remarks</u>                |
|---|------------|---|-----------------|---|---|-------------------------------|
| RushTruck Centres of Canada<br>Sault Ste. Marie, ON |            | 2020 International HV 607 SBA<br>Cab & Chassis<br>Gin-Cor Equip. Pkg. | 120 w/days      | 1yr/unlimited Basic<br>3 yr/160,000 km Ext. Engine<br>1 yr. Equip. Pkg. | \$279,165.58                                | Does not meet specifications. |
| TMS Truck Centre Ltd.<br>Sault Ste. Marie, ON       | 1          | 2020 Western Star 4700SB<br>Cab & Chassis<br>Gin-Cor Equip. Pkg.      | 130-140 w/days  | 1yr/unlimited Basic<br>3 yr/161,000 km Ext. Engine<br>1 yr. Equip. Pkg. | \$287,520.00                                | Meets Specifications          |

Note: The low tendered price, meeting specifications, is boxed above. The Opt.3 Extended Engine Warranty has been selected.

The total cost to the City will be \$294,994.10 including the additional warranty & non-rebatable portion of the HST.

It is my recommendation that the tendered price, submitted by TMS Truck Centre Ltd., be accepted.

Tim Gowans  
Manager of Purchasing



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

### C O U N C I L   R E P O R T

October 7, 2019

**TO:** **Mayor Christian Provenzano and Members of City Council**  
**AUTHOR:** **Christine Pascall, CPA, CA, Manager of Accounting & City Tax Collector**  
**DEPARTMENT:** **Corporate Services**  
**RE:** **Vesting of Unsold Tax Sale Properties**

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#### **PURPOSE**

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

- 181 Andrew Street 040-026-024
- 328 Queen Street East 020-042-118
- 358 Dryden Avenue 060-027-105
- 0000 Third Line West 060-045-011-07

#### **BACKGROUND**

Each of the above noted properties were listed for tax sale on two occasions between October 2017 and July 2019. The properties did not receive any bids and therefore the City may exercise its right to vest (assume title to) the properties in the City's name in accordance with the Municipal Act.

#### **ANALYSIS**

The properties continue to accrue taxes and interest with no likelihood of collection. Once the property has been vested in the City's name the taxes and penalties outstanding totalling \$64,734.83 will be written off and no further taxes will accrue.

Staff has researched these properties and has not found any indication that there are any significant environmental issues related to these properties.

The Engineering Department has identified that the property at 181 Andrew Street could be used for future traffic purposes. Staff will continue to consider possible uses for the other properties and also consider opportunities of marketing these properties for potential sale.

Vesting of Unsold Tax Sale Properties

2019 10 07 Date of Council Meeting

Page 2.

**FINANCIAL IMPLICATIONS**

There is an annual budget allocation for tax write-offs of which the \$64,734.83 of arrears taxes can be accommodated.

**STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 10 07 concerning the Vesting of Unsold Tax Properties be accepted and Council authorize the City Tax Collector to vest these properties in the City's name.

Respectfully submitted,

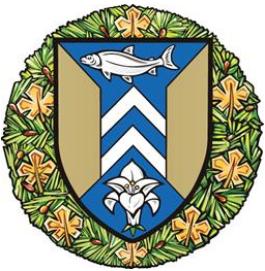


Christine Pascall, CPA, CA

Manager of Accounting and City Tax  
Collector

705.759.5276

[c.pascall@cityssm.on.ca](mailto:c.pascall@cityssm.on.ca)



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

### COUNCIL REPORT

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Peter Niro, Director of Human Resources  
**DEPARTMENT:** Corporate Services  
**RE:** Memorandum of Settlement – UNIFOR Local 1359 (Paramedics)

---

#### PURPOSE

The purpose of this report is to recommend the approval of the attached Memorandum of Settlement (MOS) for UNIFOR Paramedics Local 1359.

#### BACKGROUND

The City has avoided an upcoming interest arbitration through last minute efforts to resolve a negotiating impasse that began in 2017 and continued to September 2019. The settlement helps to ease the transition of Paramedics to the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) effective January 1, 2020. A finalized settlement enables the DSSMSSAB to budget properly moving forward and enables them to enter into bargaining early in 2020.

#### ANALYSIS

The Memorandum of Settlement includes a three (3) year term with an average wage increase of 1.68% per year, with minor benefit enhancements. It introduces shift premiums, considered standard in the industry. The settlement also includes greater scheduling flexibility for part-time paramedics, which may help to offset escalating overtime costs.

#### FINANCIAL IMPLICATIONS

The impact of the retroactivity costs are accounted for within the DSSAB budget and will be managed from that source.

#### STRATEGIC PLAN / POLICY IMPACT

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

#### RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report from the Director of Human Resources dated 2019 10 07 be received and that City Council approve the recommendation to ratify the attached Memorandum of Settlement.

Memorandum of Settlement for UNIFOR Local 1359 (Paramedics)

2019 10 07

Page 2.

Respectfully submitted,

Peter Niro  
Director of Human Resources  
705.759.5366  
[p.niro@cityssm.on.ca](mailto:p.niro@cityssm.on.ca)

**MEMORANDUM OF SETTLEMENT**  
**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**&**  
**Unifor Local 1359**

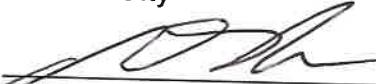
1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from April 1, 2017 to March 31, 2020.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on March 31, 2017 provided, however, that the following amendments are incorporated in Appendix 1. Changes will be in effect the month following ratification by the parties unless expressly stated otherwise.

Signed this 10th day of September, 2019.

**For the Union:**

For the Union  
  
Laurie Lessard-Brown  
  
Mary Casola  
  
Cathy Humalamaki

**For the Employer:**

For the City  
  
Peter Niro  
  
Ida Bruno  
  
Paul Guertin

Memorandum of Settlement  
Unifor Local 1359  
And  
The Corporation of the City of Sault Ste. Marie

APPENDIX I *(6 sign-offs)*  
All sign-off sheets enclosed

**Collective Bargaining**

**City of Sault Ste. Marie**

&

**UNIFOR  
Paramedics Local 1359**

**Housekeeping**

**City Proposal (Amendment)**

Apply the following Housekeeping revisions contract-wide:

1. Fire Chief → Fire Chief and/or designate
2. Manager of EMS → Deputy Chief – EMS Operations and/or designate
3. Commissioner of Human Resources → Director of Human Resources
4. Disability Case Manager → Return-to-Work Coordinator
5. Paramedic Supervisor → EMS Commander

**Article 5.05 – Posting of Seniority Lists**

An up-to-date Full-Time seniority list shall be posted on the appropriate bulletin boards following the last pay period prior to January 31<sup>st</sup>, and July 31<sup>st</sup> of each year.

An up-to-date Part-time seniority list shall be posted on the appropriate bulletin boards following the last pay period prior to the end of each month.

The posted monthly seniority list for part time employees shall be utilized for seniority rights during the monthly period.

The previously scheduled and accepted hours of work shall remain unchanged as scheduled.

In addition to, but as a separate document, the Employer will provide the Local Union each employee's addresses, email addresses (if available) and telephone numbers no later January 31 of each year.

No objection will be taken by the Union or by any employee unless the notice of objection is given by the Union or an employee to the Fire Chief and or designate within thirty (30) calendar days of the date of posting.

**Article 8.02 – Grievance Committee**

The City acknowledges the right of the Union to appoint or otherwise elect two (2) Stewards from amongst the members.....(*balance of article remains unchanged*)

## **Article 8.03 – Grievance Committee**

1. Three (3) negotiating committee members will suffer no loss of pay for union meetings to prepare for collective bargaining and for meetings with the City for collective bargaining.

*(balance of article remains unchanged)*

## **Article 14.03 – Temporary Vacancies**

*AS*  
*One year*  
*AM*

"Any temporary vacancy not expected to exceed ninety (90) calendar days need not be posted and shall be distributed as evenly as possible offered by seniority among all part time employees.

Any temporary vacancy as a result of an absence known to be greater than ninety 90 days from the onset of the absence will be offered to the most qualified senior part time employee. An employee who accepts such a temporary vacancy must complete such leave unless an opportunity for full time employment within the bargaining unit becomes available or another period of temporary vacancy occurs that will extend beyond the duration of the employee's current temporary vacancy.

Part time employees selected to fill a temporary vacancy under this clause will continue to maintain their part-time status. If the part time employee filling the vacancy temporarily becomes the successful applicant to the permanent position, such employee shall be credited with the hours worked in the position towards bargaining unit seniority.

## **Article 16.03 Exchange of Shifts**

Employees shall be allowed to change shifts with other employees provided such employees are qualified to perform the duties and that such change of shifts are done when an employee is on a recognized day off or on holidays. Notwithstanding this privilege, employees ~~shall not be allowed to change shifts that result in an employee~~ shall not be allowed to change shifts that result in an employee working eighteen (18) consecutive hours.

*AS AM*

(a)→ Employees wishing to change shifts will submit a completed shift change form for processing to the Work Group Leader on duty.

Delete (c) → since New (a) makes (c) redundant

Balance of Article remains unchanged and re-number accordingly.

## **Article 17.03 – Overtime as Compensated Time Off**

On each occasion that an employee works overtime the employee shall elect to either be paid at time and one-half (1.5x) their regular wages or to bank the overtime at one and one-half (1.5x) their regular wages, to a maximum of sixty (60) hours straight time for the purpose of having time off in lieu of overtime.

At no time shall an employee have more than sixty (60) hours of time banked and will not exceed sixty (60) hours annually. Any hours over and above the maximum sixty (60) hours shall be paid out in the same pay period in which the overtime was worked.

Such time off will be approved and scheduled provided there is sufficient personnel available at a time mutually agreeable by the employee and management. Once such time is scheduled it shall not be changed with less than one calendar week notice except by agreement by management.

It is understood that at the time the written request for time off is made, the request will not result in premium costs associated with the replacement worker. An employee requesting Compensated Time Off shall receive written acknowledgment of the request within five (5) days from the date of submitting their request. Confirmation of time off will be given once the replacement worker accepts the offered shift. All lieu time will be scheduled as full shift increments.

Employees may request to have their compensated time off paid out at any time during the year, provided that the employee makes the request in writing to their employer at least three (3) calendar weeks prior to the pay date on which they are requesting the lieu time to be paid. Any banked lieu time not used will be paid out at year's end.

#### Letter of Understanding

#### **Letter #2 - Education**

"Further it is understood that the City will pay a total annual of eight (8) hours at time and one-half (1.5x) for current Base Hospital re-certification requirements. *In the event training standards/requirements are increased outside of scheduled work hours by the Ministry of Health and Long Term Care, the City commits to expanding the current coverage as appropriate.*"

It is understood that if the above noted training is scheduled during an employee's approved vacation, the employee may request the City to reschedule his/her vacation occurring during the date(s) of the training to an alternate date(s). Such request shall be subject to the approval of the Chief of Fire Services or designate. "

#### **Letter #1 – Renew**

#### **LETTER #1**

#### **LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

**Labour/ Management Committee:**

Matters such as workplace re-organization may be discussed at the Labour Management Committee as may be required from time to time.

The parties agree to meet during the term of the Collective agreement in the Labour Management forum to discuss welfare benefits and methods by which to contain the escalating costs of these benefits.

**Letter #3 – Renew**

**LETTER #3**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

**Paramedic Training**

The City reserves the right to determine and schedule training. The policy of the City is where an employee is directed by the employer to attend work-related training, the employer will pay for such training in accordance with City policies.

**Letter #4 – Renew**

**LETTER #4**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

Page 51 of 200

**UNIFOR Local 1359**

**Re: Violence Against Women & Women's Advocate.**

The City has a policy dealing with this issue and is very sensitive to personal issues that negatively affect the employee and their attendance at work. The City actively assists victims and perpetrators of domestic violence and has a Domestic Violence policy as well as an Employee Assistance Program to help employees with this issue.

The City and the Union agree to co-operate with respect to addressing employee domestic violence issues. The Union will designate or otherwise select one of the Stewards to act as a contact person for domestic violence issues and the Steward will work with the City's Disability Case Manager with respect to these matters.

It is understood that a person who is involved in a violent or abusive domestic situation will not be subject to discipline without the employer giving consideration to the facts, of which the employer is made aware, of the individual case inclusive of medical information from a qualified medical practitioner and the circumstances surrounding the incident(s) otherwise supportive of discipline.

Also, the designated Steward will also deal with the City's Disability Case Manager with respect to Women's issues in the workplace.

**Letter #5, 6, & 7 – Renew**

**LETTER #5**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

**Re: Disabled Employees and Modified Work**

The City recognizes its responsibility to accommodate injured and disabled employees. Also, it is accepted that the Union has a duty to co-operate with the employer's efforts and the Union will designate an individual as a contact for the City's Disability Case Manager to deal with regarding disabled employees, modified work and accommodation efforts.

The City agrees an employee may request the presence of the designated Union disability representative in meetings with the employer.

**LETTER #6**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

**Re: Health & Safety Committee**

It is mutually agreed that the parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health of the employees.

The City will make all reasonable provision for the safety and protection of the health of the employees.

The Union agrees that a Worker Representative(s) will be selected for participation in the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act.

The Union agrees Worker members of the Committee will attend and participate in Joint Health and Safety meetings in accordance with the Occupational Health and Safety Act.

**LETTER #7**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

**Re: Workplace Harassment**

The City and the Union are committed to ensuring the workplace is free from harassment as defined by the Human Rights Code.

The City and Union agree to co-operate in resolving harassment complaints. The City has a Code of Conduct and a Workplace Harassment policy designed to address harassment concerns. Employees who have harassment concerns are encouraged by the parties to follow the policies.

Employees who are proceeding with a harassment complaint per City policy may request the presence of a Union representative throughout the process.

**Letter #8 – Renew with change**

**LETTER #8**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

**Re: Vacation Selection**

- (a) There is a separate Vacation & Statutory Holiday Schedule for each Platoon. The procedure and schedule will be kept in the Work Group Leaders' Office at #4 Hall/RESC.
- (b) Personnel will sign for two weeks vacation at each signing; however, these weeks do not have to be taken consecutively.
- (c) The current practice and such selection practice may be altered by the City at its sole discretion with advance notice of such change to the Union in writing prior to the vacation selection period in any given year.

**Letter 9 &10 – Renew**

**LETTER #9**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

**Re: Paid Education Leave**

The city agrees to pay to the Union seven hundred and fifty dollars (\$750.00) annually with respect to the Union Education Leave.

**LETTER #10**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

**Re: Investigative Protocol**

The City confirms that it supports and encourages the attendance of a representative of union when the City is meeting with an employee in an investigation that may result in disciplinary or other action against the employee.

**Letter #11 – Renew**

**LETTER #11**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

The City and the Union agree on the importance and value of on-going training and development of Paramedics. The City endeavours to provide appropriate training within its budgetary constraints to advance the skills of Paramedics.

**Letter #14 – Renew**

**LETTER #14**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

**Elected Union Official Leave**

The City agrees to maintain the wages of an employee on such Union Leave subject to the following conditions:

The Letter of Understanding will provide for a trial period for this process until two (2) months following the expiry of the collective agreement at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

An employee who is elected to Union Office shall upon proof of such election (by the Union) apply for and be granted leave without loss of seniority (to include, but not limited to, promotional opportunities with the employer and job postings) or benefits for not more than three (3) years. An extension may be granted by the City.

The Union has confirmed that it will provide WSIB coverage for member on such Leave as an elected official. The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The Union agrees to notify the City in writing of the employee's intention to return to work from such leave with sixty (60) days advance notice. An employee on such leave will return to their former position, unless otherwise modified by the terms of the collective agreement, and any employee or employees used to replace such vacancy will be displaced in accordance with the collective agreement (e.g., Article 14.03 process only not bound by said article).

The parties agree to meet during the term of the collective agreement to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

The Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leave reimbursements. 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.

The Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. The employee's vacation and sick leave bank will remain frozen to the levels at the start of the leave. Upon the employee's return to work, the balances will accrue in accordance with the collective agreement.

The Union shall reimburse the City for the cost for any increase in vacation entitlement that may have occurred during the leave period at 2% per week of added entitlement.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one (1) hour/month at the CUPE 67 Civic JC 10 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 UNIFOR Locals will be sent to the one (1) identified address. The address used for billing purposes will be as provided by UNIFOR.

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.

It is understood that the intent of this articles is that it shall only apply to one (1) employee at a time commencing such Leave of Absence. Further, applications will be granted based on the employer's operational requirement and therefore such requests could be declined for valid operational concerns.

It is agreed that such Leave arrangement will not add any Cost to the City of Sault Ste. Marie Fire Services and that any replacements for said employee will be at the discretion of the City.

It is understood that such employee on leave is required (on their own, independent of the City), to return to work (City) with their competencies, licensing and qualifications as required under the Ontario Ambulance Act. Where possible the employee on such leave may attend any City organized training.

**Letter #15 – Renew with change**

**LETTER #15**

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.**

**and**

**UNIFOR Local 1359**

**Re: EMS Commander**

The employer agrees that with the creation of the position EMS Commander, which is a non-bargaining unit position, that those employees employed as EMS Commander will not perform the work of the bargaining unit, except to the extent outlined in Article 2.02 of the collective agreement and the employer also agrees that they will not lay claim, now or in the future, to any work being performed by the bargaining unit or a bargaining unit member.

The employer further agrees that no bargaining unit member shall be laid off, or have their hours reduced nor will the union see bargaining unit positions eliminated or not filled as a result of the creation of the EMS Commander position.

**Letter #16- Renew with change**

**Letter of Understanding**

**Between**

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

**And**

## **Unifor Local 1359 (the Union)**

### **Part Time Availability**

In order to maintain sufficient staffing availability, each part time paramedic must:

1. Provide to management in writing, via fax, email or in person, availability and non-availability for pre-scheduled shifts at least twenty-one (21) days in advance of the six week schedule taking effect. Management upon receipt of availability shall post the six week schedule electronically at least fourteen (14) days prior to its implementation.
  - a. The six (6) week scheduling period is defined on the Employers Master schedule and shall be a rolling six (6) week schedule. (3 pay periods)
  - b. For the purpose of this article a 'shift' shall be defined as any day shift or night shift. Availability for different start times in the same day or night period shall count as one shift of availability.
  - c. If an employee fails to give their availability or non-availability in advance as above, they shall be deemed unavailable for all shifts during that two week period (the fifth and sixth week of the new schedule)
2. Provide availability for at least an average of thirty-two (32) hours per week. Availability is not to be construed as a guaranteed number of shifts that will be offered to each paramedic.
3. Find a replacement if they cannot attend a shift for which they were pre-scheduled, except in extenuating circumstances.

### **Temporary Relief Positions from Part Time**

In conjunction with Part-time Availability, the employer agrees to grant each of the four platoons, a minimum of one full-time employee off on vacation and one full-time employee off on banked stats or compensating time off each week of the year.

#### **Procedure:**

1. Once the annual vacation and paid stat weeks, to be taken as time off, are selected and recorded in the fall of the year a posting of all requests for the following year is prepared by the employer. This combined vacation and paid stats schedule will reveal the portion of the year that a second paramedic has requested earned paid stats as paid time off at the same time a vacation is selected. This period of doubled time off requests will be established by the recorded requests and will be known as the temporary posting time. (Note for 2016 June 11 to October 4)

Coverage for the second full-time employee's absence will be achieved during the temporary posting time periods (for 2016 June 11 to October 4) by the following:

2. Two (2) relief positions for each of the four platoons will be posted. As a temporary relief paramedic, they will be required to commit to work one platoon's known schedule of one week on, one week off for the period identified in #1 above. Such positions will be posted at least six (6) weeks prior to the start of the temporary posting schedule
3. Postings would be awarded by seniority to those that applied. The assignment to each platoon will be done by seniority selection.
4. The temporary relief paramedics will be assigned a schedule of alternating cycle weeks. Placement in a temporary relief paramedic posting will not change ability to do shift changes or take on other shifts within the language of the contract on the existing seniority basis. An employee filling a temporary position shall retain his part-time status for all benefits and entitlements as per the collective agreement.

NOTES:

Vacation week selections continue to be guaranteed by the present staffing of one paramedic more than full deployment level.

The temporary relief paramedic will be guaranteed the alternating blocks of shifts for all dates in the period identified in #1 above, even if two full-time employees are not absent.

Additional requests for time off other than the previously established vacation and banked stats shall be granted, subject to availability of part time staff at no added cost to the Employer, on a form of first come basis. If there is a request the same day for time off (a day being defined as a twenty four hour period commencing at 7:00 am to 7:00 am the following day) by two or more employees requesting the same shifts off, seniority shall govern the granting of the time off.

This agreement shall remain in effect until December 31, 2017. At which time this letter shall be subject to renewal only by mutual agreement of the parties.

Signed this 1<sup>st</sup> day of August, 2017 at Sault Ste. Marie

For the Union

Fred Bond

Laurie Lessard-Brown

For the City

Peter Niro

Ida Bruno

Mary Casola  
Mary Casola  
Ian Klingenberg  
Ian Klingenberg

Paul Milosevich  
Paul Milosevich  
Robert Rushworth  
Robert Rushworth  
Dan Langevin  
Dan Langevin

**Collective Bargaining**

**City of Sault Ste. Marie**

&

**UNIFOR  
Paramedics Local 1359**

**15:01 Bereavement Leave**

In the event of the death of an employee's mother, father, sister, brother, spouse, common law spouse,(as defined by law), son , daughter, grandchildren, grandparents, mother in law, father in law, step child, step-parent or guardian, the employee will be granted leave of absence on compassionate grounds **and will be granted** time off with pay, to maximum of four (4) working days which are normally straight time working days from the day of the death and the day following the funeral/services.

In the event of the death of an employee's brother in law and sister in law, son in law and daughter in law, aunt, uncle, the employee shall be granted, with pay, up to a maximum one (1) working day which is normally a straight time working day from the day of the death and the day following the funeral/services. Attendance at the funeral or confirmed service may be required to qualify for Bereavement leave.

When an employee's vacation is interrupted due to Bereavement, the employee shall be granted one (1) day Bereavement Leave for the purposes of attending the funeral/service. As a result the employee's vacation bank will be credited one (1) day to be used within the calendar year or paid out at year's end.

Notwithstanding the above, the employee will be granted flexibility to distribute their bereavement leave entitlement, in excess of one (1) day, over two (2) occasions, not exceeding the maximum four (4) days provided in order to accommodate attendance at a funeral, memorial service or similar service.

In the event of the death of a member of the employee's family, as indicated above, requires the employee to travel greater than 300 km (one way) an additional one (1) day, with pay, shall be granted for travel. The total paid time off inclusive of the one (1) travel day shall not exceed five (5) working days.

**Article 15:03 Pregnancy & Parental Leave**

*An employee on pregnancy/parental leave shall be entitled to receive a Supplementary Employment Benefit (S.E.B.) which will include a topping up of the Employment Insurance benefits to eighty percent (80%) of their regular wage up to a maximum of seventeen (17) weeks.*

*The City will pay for the entire eighty percent (80%) of this pregnancy/parental leave amount for the one-week Employment Insurance waiting period.*

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

*(Signature)*

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

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

## **18:02 Uniform Allowance**

### ***City Counter***

Employees shall wear and properly maintain the uniforms provided by the City. Uniforms shall only be worn as directed by the Fire Chief.

The employer agrees to provide new hires with their brand new annual uniform allotment as soon as possible but not later than 60 days of their date of hire. During this 60 day period the employer shall provide new hires with clean gently used uniforms which are not damaged or stained and are of the same style and colour as other employees.

The employer agrees to replace or repair, at no cost to the employee, any damaged or worn items.

Uniforms are the property of the City and Employees shall return the uniform to the City upon retirement or termination of employment.

Employees shall be issued their current uniform package every two (2) years. Union representatives will be provided prior notification of tendering to ensure consultation, however the City maintains final authority on the selection.

Signed this 12 day of January, 2018 at Sault Ste. Marie

For the Union

Fred Bond  
Fred Bond

Laurie Lessard-Brown  
Laurie Lessard-Brown

Mary Casola  
Mary Casola

Ian Klingenberg  
Ian Klingenberg

For the City

Peter Niro  
Peter Niro

Ida Bruno  
Ida Bruno

Peter Johnson  
Peter Johnson

Robert Rushworth  
Robert Rushworth

Dan Langevin  
Dan Langevin

**Collective Bargaining**

**City of Sault Ste. Marie  
&**

**UNIFOR  
Paramedics Local 1359**

**Article 10.00 Grievance Procedure**

*10.01 Pre-amble remains unchanged*

(a) **Complaint**

Grievances shall first be dealt with as a complaint.

It is understood that there is no grievance until the Deputy Chief EMS Operations (EMS) or representative has first had the opportunity to adjust the complaint. Any resolution to a grievance at this step is understood to be without precedent or prejudice to either party. **During the complaint stage a Steward and/or Unit Chair may be present.**

*B. J.M.*

(b) **Grievance**

If the Union is not satisfied with the resolution of the Complaint, the grievance may proceed to Step I of the grievance procedure. It is understood that the **grievor shall have a Union Steward and/or Unit Chair (max 2 combined)** at each step of the grievance procedure. The City will arrange a hearing at the first step within fifteen (15) working days of receipt of the grievance. It is further agreed that the **Union Grievance Committee** may invite the local president and/or the national representative at Step II of the grievance procedure.

**STEP I**      The Union shall discuss the case with the Fire Chief or designate. The Fire Chief or designate shall render a decision within five (5) working days of the hearing.

**STEP II**      If the Union considers that a satisfactory settlement was not reached in Step I it may within five (5) working days of receipt of the Step I reply request a hearing by the Director of Human Resources or representative. The Director of Human Resources or representative, shall render a decision within five (5) working days of the hearing.

**STEP III** If the Union considers that a satisfactory settlement was not reached in Step II, it may within five (5) working days of receipt of the Step II reply, invoke the Arbitration provisions of the Agreement.

Signed this 1<sup>st</sup> day of February, 2018 at Sault Ste. Marie

For the Union

Fred Bond

Laurie Lessard-Brown

Mary Casola

Ian Klingenberg

For the City

Peter Niro

Ida Bruno

Peter Johnson

Robert Rushworth

Dan Langevin

**Collective Bargaining**

**City of Sault Ste. Marie**

&

**UNIFOR  
Paramedics Local 1359**

**Article 15:03 Pregnancy & Parental Leave**

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

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

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

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

Signed this 15 day of January, 2018 at Sault Ste. Marie

For the Union

Fred Bond

Laurie Lessard-Brown

Mary Casola

Ian Klingenberg

For the City

Peter Niro

Ida Bruno

Peter Johnson

Robert Rushworth

Dan Langevin

**Collective Bargaining**

**City of Sault Ste. Marie**

**&**

**UNIFOR  
Paramedics Local 1359**

**Article 12:08 – Accommodation Outside of Bargaining Unit- New Proposal**

An employee required, as an accommodated worker, to perform work outside the Bargaining Unit shall remain a member of the bargaining unit with all the rights afforded them under the collective agreement for the period of the temporary accommodation.

It is understood and acknowledged that any permanent accommodation will result in the employee becoming a member of the “receiving bargaining unit” if applicable.

**Article 16.01 – Regular Hours of Work and Working Conditions – New Proposal**

**Change to read;**

- a) Full-time Employees scheduled to work twelve (12) hour shifts on a four (4) day rotating schedule of two (2) day shifts and two (2) night shifts. Full time employees scheduled to work steady 12 hour day shifts will work four (4) days on and four (4) days off. Wages will be based upon an income averaging forty-two (42) hour work week. Overtime banked /accrued shall be deducted as **10.5** hours for each lieu day taken. Overtime shift/hours shall not form part of the income averaging and shall be paid or banked at time and one half for all hours worked.
- b) It is understood that the City may change at its discretion the “master schedule” of work at any time with thirty (30) calendar days notice to the Union.
- c) It shall be understood and agreed that daily hours of work may be adjusted by the employer as required for the efficiency and effectiveness of operations. An employee’s scheduled start time may be changed with a minimum of eighteen (**18**) hours notice. Any deployment shortage created by the inability to move an employee’s scheduled start time, with proper notice as above, will be replaced/filled.

- d) It is recognized that the Corporation provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the services and report for duty upon request.

### **18.01 Travel/Meal Allowance- New Proposal**

#### **18:01 a) Meal Allowance\* -**

The Employer will endeavour when possible to provide two (2) half (1/2) hour, uninterrupted paid meal breaks (at their assigned station) for each crew commencing between four (4) and six (6) hours and between eight (8) and ten (10) hours after the start of a twelve (12) hours shift.

Where an employee is prevented from taking one or both of the designated uninterrupted meal breaks the employee shall be compensated at the rate of \$20 per missed meal break. A "missed break form" will be submitted for each break missed.

\*The 2018 and 2019 meal allowance lump sums have been paid as per the collective agreement. These changes would be effective January 1<sup>st</sup>, 2020.

#### **18:01 b) Travel Allowance**

If employees are required to travel (outside of Sault Ste. Marie District) and a meal period is taken during that trip, each employee involved shall be reimbursed up to twenty dollars (\$20) for such meal(s), to a maximum of sixty dollars (\$60) per day (i.e. 3 meals). Employees shall be required to submit to the Deputy Chief EMS Operations a receipt for all meal amounts claimed for reimbursement.

Note: If a meal break is not taken and "missed" as in 18:01 (a), the applicable form will be submitted.

### **Article 18:03 Safety Footwear Allowance**

Increase for full time employees effective January 1<sup>st</sup> 2020 to be paid the first pay period following April 1<sup>s</sup>, 2020 - \$225

Increase for part time employees effective January 1<sup>st</sup> 2020 to be paid the first pay period following April 1<sup>st</sup>, 2020 - \$130

### **Article 20:07 - Vacations – New Proposal**

Effective April 1<sup>st</sup> 2020

All full time employees who have completed twenty-eight (28) or more years of service shall be allowed two hundred and ninety-four (294) hours of annual vacation at their regular rate of pay .

### **Article 21.00 – Welfare Plan**

Effective April 1<sup>st</sup>, 2020

21:01 Increase vision care: from \$350 to \$425

Every 24 months as per benefit booklet

### **Article 21: Welfare Plan**

#### **Paramedical Benefit - New Proposal**

No change to paramedical amount

Paramedical Benefit: Maximum of **\$1000** per calendar year (subject to reasonable and customary charges as determined by the benefit carrier) for any combination of the following services:

- Physiotherapist
- Registered Massage Therapist (Physician Referral Required)
- Chiropractor
- **Speech Therapy**

#### **New Proposals – Add:**

- Hearing aid reimbursement \$500/24 months
- Psychological Benefit **\$1000** outside the paramedical benefit per calendar year. (MSW, Psychologist, Registered Counsellor)

## **21.11 Pension Plan**

All eligible employees covered by this agreement will participate in the Ontario Municipal Employees Retirement System (O.M.E.R.S.) in accordance with applicable statutes.

Employees shall retire at the end of the month in which they turn age 65 years old.

**Amend the above to include the following definition at the end of the Article:**

**“Retirement is defined as the leaving of employment and receiving an unreduced early retirement pension from O.M.E.R.S.”**

**The intent of this clause as it pertains to benefit entitlement is understood not to include an “OMERS Disability Pension” as defined in the OMERS Regulations.”**

**Delete existing and replace with the following:**

## **21.12 Benefits for Part-time Employees – New Proposal**

### **Effective January 2018**

Part-time employees shall receive in lieu of all employee benefits inclusive of Paid Holidays, an amount equal to fifteen percent (15%) of the employee's straight time hourly rate for all straight time hours worked. It is understood that 4% vacation pay is not included in the Premium in Lieu. Vacation pay will be adjusted to 6% for those part time employees with five (5) years service.

## **22:09 Sick Note Payment – New Proposal**

When requested by management to bring an approved IISR or official medical note signed by a Physician or Physiotherapist (IISR only for physiotherapist) the note must be presented to the **Deputy Chief EMS Operations** or designate for the initial return to work or modified duties.

The employee then must submit the official receipt of such note to the Deputy Chief EMS Operations or designate for processing. The employee then shall be paid no more than \$50 of the cost of any required medical documentation in a timely manner.

The onus is on the employee to submit notes and receipts to headquarters, and shall not be sent by any other party or means

### **Article 25:00 – Duration New Proposal**

25:01

This agreement shall be effective from **April 1, 2017 to the 31<sup>st</sup> day of March 2020** and from year to year thereafter unless either party notifies the other in writing of its desire to terminate or amend this agreement, then it shall continue to be in effect for a further year without change and so on from year to year thereafter.

### **New Language / New Letter of Understanding:**

**The City agrees to schedule rest periods for employees of at least eight (8) consecutive hours free from work each day.**

**The City and the Union recognize that the rest period may be interrupted only so far as is necessary to avoid serious interference with the ordinary working of the employers operations:**

- 1. To deal with emergencies**
- 2. If an unforeseen event occurs, to ensure continued delivery of essential Emergency Medical Services.**

**If eight (8) hours rest is not possible the affected employee will be compensated at the rate of time and one half for any rest hours forfeited.**

Signed this 10 day of September, 2019 at Sault Ste. Marie

For the Union

Laurie Lessard-Brown

Mary Casola

Cathy Humalamaki

For the City

Peter Niro

Ida Bruno

Paul Gueffin

**Collective Bargaining**

**City of Sault Ste. Marie**

**&**

**UNIFOR  
Paramedics Local 1359**

**Article 12:07 Transfer to Positions Outside the Bargaining Unit – Existing Language**

Employees selected by the employer to relieve in positions outside of the bargaining unit for a period of up to three (3) months shall be paid a premium of eight percent (8%) of their regular hourly rate for all hours worked in such relieving position.

**Delete existing and replace with the following:**

**Article 12:07 Transfer to Temporary Acting Commander - New Proposal**

The Corporation may, at its own discretion, select and assign permanent full-time paramedics for Acting Commander positions in a pool that will not exceed sixteen (16) paramedics for periods ranging from a minimum one full week/rotation, up to three (3) months.

For Commander absences that are known to be less than one full week/rotation it is agreed that Acting Commanders will be selected in order of Seniority on shift based on the following:

In order to be qualified as an Acting Commander in those circumstances of less than one full week/rotation:

- Have no less than 5 years of full time experience as a Primary Care Paramedic
- Be a current WGL or First Acting WGL

In situations where the promotion of an Acting Commander results in no remaining WGL or AWGL on the shift, the vacant WGL shift will be filled with overtime whenever possible.

In situations where the promotion of an Acting Commander is not possible due to the absence of a qualified (as per the above) WGL or First AWGL to promote, an Acting Commander may be scheduled at the discretion of the Paramedic Chief.

The assigned duties for Acting Commanders will not include the hiring, termination or discipline of employees. The assigned duties for Acting Commanders will not include

the hiring, termination or discipline of employees, or access to employees' medical information.

Permanent full time Work Group Leaders assigned as Acting Commander will continue to accrue seniority and will be compensated at 108% of their regular hourly rate for each hour worked performing these duties.

Permanent full time PCP who are Acting Work Group Leaders assigned as Acting Commander will continue to accrue seniority and will be compensated at 110% of their regular hourly rate for each hour worked performing these duties.

The employee shall pay union dues to the local as established by the local based on their regular rate of pay at the time they transfer to the temporary acting commander position. The payment of the union dues is a requirement for the employee to retain accrued bargaining unit seniority.

No bargaining unit member shall be denied or have cancelled any authorized time off as a result of a bargaining unit member being assigned to relieve a commander.

Any absence known at the onset to be more than three (3) months in duration will be posted as per Article 12:02

The Union agrees that the work performed under these assignments is not work of the bargaining unit.

### **Annual Part-Time Scheduling**

Following the annual vacation selection process, including part-time selection of unpaid vacation, all vacant shifts for the year will be assigned to part-time employees. Every attempt will be made to assure that the annual schedule allows for an equal distribution of the approved leave shifts.

### **Part-Time Availability**

Every part-time employee will provide their availability for unscheduled authorized leaves by quarter, two quarters in advance. Any employee who does not indicate their availability will be considered unavailable.

Every part-time employee must provide a minimum of sixty (60) hours of legally workable availability per pay period. These hours must include a minimum of twenty-four (24) hours of availability during weekend hours (Friday night to Sunday night) per pay period.

Every part-time employee retains the right to revise their availability at any time provided they continue to maintain the minimum availability of sixty (60) hours.

Every part-time employee must provide a minimum of twelve (12) hours of availability for the period of Dec 24 day shift to Dec 26 day shift OR Dec 31 night shift to Jan 1 day shift.

Every part-time employee must provide a minimum of twelve (12) hours of availability for the day and night shift of at least two (2) of the remaining statutory holidays throughout the year.

### **Part-Time Scheduling**

Any unscheduled authorized leaves, including sick-time, lieu time, etc, that occur throughout the year, including shifts vacated by a part-time employee moving into a temporary full-time position, will be assigned or offered in accordance with availability and seniority based on the current shift distribution for the pay period(s) in which the vacancy occurs.

A shift being filled 48 or more hours prior to its commencement will be assigned and the part-time employee will work the assigned shift.

A shift being filled 48 or less hours prior to its commencement will be offered and the part-time employee may elect to accept or decline the offered shift.

For the purposes of Article XX declining more than one shift during the same day or night shift period will be recorded as only one (1) declined shift.)

In the event a part-time employee in a temporary full-time position is relieved of their temporary posting, one or more shifts will be redistributed to them in accordance with seniority, by pay period, for the remainder of the annual schedule.

### **ADD NEW TO ARTICLE 17 – New Proposal**

#### **17.04 Shift Premiums (effective January 1<sup>st</sup> 2020)**

**Employees will earn a night shift premium of seventy-five cents per hour (\$.<sup>75</sup>/hour) for all hours worked between 1800 hours and 0800 hours Monday through Thursday**

**Employees will earn a weekend shift premium of seventy-five cents per hour (\$.<sup>75</sup>/hour) for all hours worked between 18:00 hours Friday to 0800 hours Monday.**

**To qualify for shift premium fifty percent (50%) or more of the hours worked must be between the specified hours outlined above.**

**It is understood that the premiums for evenings and weekends will not be subject to pyramiding.**

**WSIB – Existing Language**

**City provides formal notice that there is no mutual agreement to continue with Letter #12 .**

**LETTER #12  
LETTER OF UNDERSTANDING  
Between  
THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.  
and  
UNIFOR Local 1359  
ADVANCE FOR PENDING WSIB CLAIM**

The City will pay to a full-time employee who is unable to attend work as a result of an occupational injury/illness for which there is a pending WSIB claim, a maximum of \$1,600 per pay period for up to a maximum of two (2) pay periods.

The employee shall be responsible for full repayment to the City of the amount paid to the employee no later than two (2) calendar weeks following the second pay period outlined above.

This Letter shall only be in effect on a trial basis for one (1) year following implementation in 2008. The parties agree to meet and discuss this Letter in April 2009. This Letter shall be subject to renewal only by mutual agreement of the parties.

**Delete existing and replace with the following:**

**Article 22.10 – WSIB- New Proposal Language – New Article**

**An employee in receipt of W.S.I.B. payments for injury or illness suffered during the course of employment shall receive full salary and benefits for any lost earnings during the first fourteen (14) calendar days of a lost time claim or the date of decision, whichever occurs first . All wage payment by the W.S.I.B., shall be deposited with the City.**

If the lost time e absence continues beyond day 14 the employee will be paid full salary and benefits provided that the difference between their normal salary or wages is deducted from their unused sick leave credit. Such payments shall cease when the credit is exhausted. All wage payment by the W.S.I.B., shall be deposited with the City."

If the WSIB denies the claim the Employer will work to reconcile on a case by case basis for payments made in advance of a decision.

### **Article 23:00 Wages**

Schedule A

**1.75% general wage increase in year one (2017) effective April 1<sup>st</sup> , 2017**

**1.65% general wage increase in year two (2018) effective April 1<sup>st</sup> , 2018**

**1.75% general wage increase in year three (2019) effective April 1<sup>st</sup> , 2019**

### **Article 24.00 Retroactivity Existing Language**

Retroactivity to April 1, 2014 for all active employees and those employees who retired between April 1, 2014 and the date of the implementation of the Memorandum of Settlement.

Delete existing and replace with the following:

### **Article 24.00 Retroactivity New Proposal**

Retroactivity to **April 1, 2017** for all active employees and those employees who retired between **April 1, 2017** and the date of the implementation of the Memorandum of Settlement.

Note: Wages where applicable only

Delete Letter #13

Signed this 10 day of September, 2019 at Sault Ste. Marie

For the Union

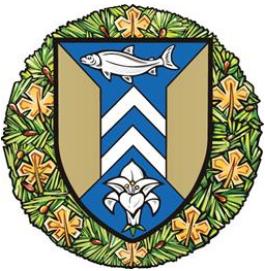
Laurie Lessard-Brown

For the City

Peter Niro

Mary Casola  
Mary Casola  
Cathy Humalamaki  
Cathy Humalamaki

Ida Bruno  
Ida Bruno  
Paul Guertin  
Paul Guertin



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

### C O U N C I L   R E P O R T

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Peter Niro, Director of Human Resources  
**DEPARTMENT:** Corporate Services  
**RE:** Interest Arbitration Award – SSMPFFA Local 529 (Firefighters)

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#### PURPOSE

The purpose for the report is to inform Council of the details of the most recent interest arbitration award between The Corporation of the City of Sault Se. Marie and the Sault Ste. Marie Professional Firefighters Association Local 529.

#### BACKGROUND

The City and the Firefighters' Association met on several occasions to negotiate a "catch-up deal" that would bring the collective agreement current from 2015 to 2019. The parties were not able to effect a settlement through bargaining and therefore referred the matter to binding Interest Arbitration.

#### ANALYSIS

The Award was released during the second week of September 2019 and allows for sixty (60) days to implement the details of the new Collective Bargaining Agreement. This Award brings the Collective Agreement current to 2018 although we await the results of the 2018 police parity percentages.

#### FINANCIAL IMPLICATIONS

The award provided significant improvements to Long Term Disability insurance and other minor enhancements totalling \$100,000 annually.

The wage increases mirror City of Sault Ste. Marie Police as follows:

|                  |                               |
|------------------|-------------------------------|
| February 1, 2015 | 2.02%                         |
| February 1, 2016 | 1.30%                         |
| July 1, 2016     | 0.78%                         |
| February 1, 2017 | 1.28%                         |
| July 1, 2017     | 0.77%                         |
| February 1, 2018 | "Me Too" with Police Services |

Interest Arbitration Award – SSMPFFA Local 529 (Firefighters)

2019 10 07

Page 2.

In addition to the above, wages retroactive to January 1<sup>st</sup>, 2019 were awarded to any position receiving a percentage of First Class Firefighter wages as follows:

|   |      |
|---|------|
| Captain                                       | 117% |
| Platoon Chief                                 | 125% |
| Training Officer                              | 125% |
| Fire Prevention Officer                       | 110% |
| *Public Education Officer                     | 110% |
| Administrative Assistant                      | 57%  |
| Support Services Officer<br>(graduated steps) | 115% |
|   | 112% |
|   | 107% |
|   | 102% |
| Support Services Mechanic                     | 97%  |

\*Current incumbent red-circled

The retroactive wage adjustments for 2015-2017 are \$1,170,000 and 2018 retroactive wage adjustments may range from \$613,000 (assuming 0% increase in 2018) to \$820,000 (assuming a 2% police parity increase in 2018).

**STRATEGIC PLAN / POLICY 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 2019 10 07 be received as information.

Respectfully submitted,

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

IN THE MATTER OF AN INTEREST ARBITRATION PURSUANT TO THE  
FIRE PROTECTION AND PREVENTION ACT, 1997

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
(the "City")

AND

THE SAULT STE. MARIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
(the "Association")

BEFORE: Diane Brownlee, Chair

APPEARANCES

FOR THE ASSOCIATION

Mike Palachik, IAFF/OPFFA Advocate  
Jeffrey Sack, QC, Association Co-Counsel  
Richard Bishop, President  
Bob Greve, Vice President  
Chris Plotycia, Secretary  
Vince Caputo, Treasurer  
Peter Osterberg, OPFFA District 6 Vice President

FOR THE EMPLOYER

Mark H. Mason, Counsel  
Peter Niro, Human Resources  
Ida Bruno, Labour Relations Coordinator  
Peter Johnson, Fire Chief  
Stuart Cole, Deputy Chief, Fire Operations  
Dan Crozier, Deputy Chief, Support Services  
Paul Milosevich, Deputy Chief, Prevention, Public Education and Emergency

HEARING CONDUCTED ON AUGUST 6, 2019

## AWARD

[1] I was appointed pursuant to the *Fire Protection and Prevention Act, 1997*, (FPPA) to determine the outstanding issues related to the renewal of the collective agreement between these parties. The previous collective agreement expired on January 31, 2015.

[2] The bargaining unit consists of approximately 88 full-time employees, of which the majority are fire fighters.

[3] The parties exchanged proposals for their renewal collective agreement on March 21, 2019. They met in negotiations on that day and on the following day, March 22, 2019. There is a dispute between the parties as to whether they concluded a memorandum of settlement on March 22, 2019, that was not ratified by the City. The parties disagree about the meaning of statements made during the negotiations, and the meaning of a handshake between the negotiators.

[4] The parties provided evidence in the form of will-say statements but did not seek to resolve any of the disputed statements through cross-examination. The parties made submissions based on the will-say statements provided. Both parties have put forward a plausible interpretation of the events that led to the dispute about whether the parties reached a settlement on March 22, 2019.

[5] In light of this, and in the absence of a signed memorandum stipulating the clear intentions of the parties, and further in light of the reluctance of both parties to subject the negotiators to cross-examination, it is most prudent in the circumstances for me to decline to decide this issue. To do so might unnecessarily cause harm to the parties' labour relations.

[6] Moreover, it is apparent, based on the comparator data in the parties' submissions, that the document in dispute represents a framework for a potential settlement; one that is consistent with the statutory criteria in FPPA. The statutory criteria include:

1. A comparison, as between the employees and other employees in the public and private sectors, of the terms and conditions of employment.
2. A comparison of collective bargaining settlements reached in the same municipality and in comparable municipalities, including those reached by employees in bargaining units to which the *Labour Relations Act, 1995* applies, having regard to the relative health of the municipalities.
3. The economic health of Ontario and the municipality, including, but not limited to, changes to labour market characteristics, property tax characteristics and socio-economic characteristics.
4. The employer's ability to attract and retain qualified firefighters.
5. The interest and welfare of the community served by the fire department.
6. Any local factors affecting the community.

[7] In addition to the above factors, both parties urged me to apply the principle of replication. Replication refers to a consideration of what the parties would have agreed to if they had been able to reach an agreement. Settlements between other similarly situated parties are helpful in assessing how to apply the replication principle. In addition, in this sector, where the dispute resolution mechanism is binding arbitration, replication must also include outcomes where parties have had their disputes resolved by arbitration.

[8] The most relevant criteria for this dispute are the factors of comparability and replication, as is often the case. The parties agree that the appropriate comparators for this bargaining unit are the fire fighter bargaining units in North Bay, Sudbury, Thunder Bay and Timmins, and the police bargaining unit in Sault Ste. Marie.

[9] Accordingly, having regard to the submissions of the parties, the statutory criteria and the accepted criterion of replication, I award as follows:

**2.00 SCOPE**

- 2:01 The terms of this agreement shall apply to all full-time employees of the Sault Ste. Marie Fire Services and the Association shall have the right to bargain for the purpose of defining, determining and providing for remuneration, pensions and working conditions for all full-time employees of the Fire Services except the Fire Chief, Deputy Chief - Operations, Deputy Chief - Fire Prevention and Public Education and the Assistant Chief - Support Services and Office Supervisor.
- 2.03 Every new employee, on joining the Department shall become a member of the Association. All employees who are now or who in future become members of the Association shall as a condition of employment, maintain such membership in good standing.

**5:00 HOURS OF WORK**

- 5:01 (b) The working hours of work for the Training Division and Mechanical Division shall be from 7:30 a.m. to 4:00 p.m., Monday to Thursday inclusive, 7:30 a.m. to 3:30 p.m. Friday with one-half (1/2) hour paid lunch.

The working hours of the Training officer shall be from 8:00 a.m. to 6:30 p.m. Tuesday to Friday with one-half (1/2) hour paid lunch. It is further understood and agreed that Training Division personnel may conduct training outside these hours or be called out to assist at incidents. Training division personnel will receive lieu-time off at straight pay for such hours.

The working hours for the Mechanics within the Support Services Division and Public Education Officer(s) within the Public Education Prevention Division shall consist of a 42-hour work week shall be Monday to Thursday 8:00 a.m. to 4:30 p.m., Friday 8:00 a.m. to 3:30 p.m. with one-half (1/2) hour paid lunch.

By the nature of public education work, flexibility to work weekends and nights is expected. As such, only articles 5.03 and 5.04 will apply to overtime hours worked ad will not be subject to Article 5.02, unless an ‘emergency call back’ is actually required in excess of regular flex schedule 42 hours.

When required to work weekends or nights, the city will offer a ‘flexible shift’ in daily schedule to accommodate the event. This will be offered 48 hours in advance of the event (example – Fire Prevention Week, Tapp-C clients, Community Involvement programs, Partnership meetings, etc.) and will not exceed regular 42 hour work week.

The hours of work for the Administrative Area (Clerical Staff) shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday with one (1) hour unpaid lunch.

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

### Article 5.06 (new)

Add the following definitions:

"Overtime (OT)" shall be defined as the practice of calling in off-duty employees for the purposes of filling vacancies for the on-duty Platoon that would otherwise bring that Platoon compliment below minimum staffing levels.

"Up-staffing" shall be defined as the practice of calling in off-duty employees for the purposes of increasing the on-duty compliment of the current on-shift Platoon.

"Meeting" shall be defined as the practice of calling in off-duty employees to attend any meeting pertaining to City or Fire Services business.

### 8:00 LEAVE OF ABSENCE

Replace existing 8:03(a) and (b) with the following:

8:03 The City shall pay to the Association an annual allowance in February of each year the amount of twelve thousand (\$12,000) for the Association to pay duly appointed or elected officials for attendance at Association conventions, education programs or other Association business. This shall be understood to encompass all union related attendance at meetings, inclusive of, but not limited to negotiations, grievance, investigation and discipline meetings. Any required back-fill for such meetings will be at the expense of the Association.

### 11.00 WELFARE

11:06 ii)

Increase the maximum payment for medical certificates from forty dollars (\$40) to fifty dollars (\$50)

11:08

Amend Hearing aid coverage as follows, effective the first full month following the date of the award:

Reimbursements for standard hearing aids, repairs or replacement parts up to a lifetime maximum of \$1,000. Batteries are not eligible.

Amend vision care benefit as follows, effective the first full month following the date of the award:

Increase vision care benefit to \$450.00

### Paramedical Benefit

Effective the first full month following the date of the award:

Full chiropractic, physiotherapy, massage therapy and naturopath coverage shall be provided by the employer, from the first visit, to a combined maximum per person per calendar year of \$1,200

### Psychological Benefit

Effective the first full month following the date of the award:

Amend current language by increasing psychological benefit to \$1,000

### LTD

Effective the first full month following the date of the award:

Increase maximum monthly benefit to \$7,500.00

## **14.00 CLOTHING AND TURN-OUT GEAR**

Add to Article 14.02:

The City agrees to provide NFPA standard equipment when required at the discretion of the Chief or designate as follows:

- Gloves
- Boots
- Helmet
- Turnout Gear
- Balaclava

14:03 The Fire Prevention and Public Education Division will be provided the following articles of clothing and wearing apparel:

- 1 - Uniform Cap (annually)
- 1 - Casual Cap (every 2 years) starting 1992
- 1 - Winter Hat (every 4 years) starting 1992
- 1 - Sweater (every 2 years) starting 1993
- 1 - Boot Allowance of \$90.00 (annually)
- 1 - Uniform which includes 2 pair pants (annually)
- 1 - All Season coat (every 5 years) starting 2001
- 1 - Pair coveralls (as required)
- 4 - Dress shirts (annually)
- 1 - Tie (every 2 years) starting 1992

Fire Prevention and Public Education Officers shall be provided a dry-cleaning allowance of \$115.00 (annually)

#### 15.00 SCHEDULE OF WAGES

Increase wage rates in Schedule A as follows:

|  |                                     |
|--|-------------------------------------|
| Effective and Retroactive to February 1, 2015: | 2.02% (End rate 1st class \$91,679) |
| Effective and Retroactive to February 1, 2016: | 1.3% (End rate 1st class \$92,871)  |
| Effective and Retroactive to July 1, 2016:     | 0.78% (End rate 1st class \$93,595) |
| Effective and Retroactive to February 1, 2017  | 1.28% (End rate 1st class \$94,793) |
| Effective and Retroactive to July 1, 2017      | 0.77% (End rate 1st class \$95,523) |
| Effective and Retroactive to February 1, 2018  | "Me too" re SSM Police Increase     |

The retroactive payments are to be made within sixty (60) days from the date of this Award. Employees who have left their employment since February 1, 2015 shall be notified of retroactive compensation owed to them by prepaid post, addressed to their last known address.

#### Wage Differentials (Schedule A)

Increase the differentials as follows, effective and retroactive to January 1, 2019:

Captain - 117% of 1st Class Firefighter

Platoon Chief - 125% of 1st Class Firefighter

Training Officer - 125% of 1st Class Firefighter

Fire Prevention Officer - 110% of 1st Class Firefighter

Public Education Officer - 115% of 1st Class Firefighter red circled/frozen  
(current incumbent only).

Administrative Assistant - 57% of 1st Class Firefighter

Support Services Officer - 115% of First Class Firefighter  
Graduated steps based on the following:  
102%-107%-112%-115%

Support Services Mechanic - 97% of 1st Class Firefighter

The retroactive payments for the wage differentials are to be made within sixty (60) days from the date of this Award. Employees who have left their employment since January 1, 2019 shall be notified of retroactive compensation owed to them by prepaid post, addressed to their last known address.

#### 15.03 New

Add new provision, effective the date of the Award:

All employees in the Suppression Division working on a Statutory Holiday will be paid at a rate of 1.5x (one and a half times their regular rate of pay) for 12 hours. The Block of time agreed to constitute the statutory holiday commences at 8:00 am the day of the statutory holiday and ends at 8:00 pm the same day for those firefighters (suppression group) actively at work at that time.

It is agreed and understood that any call out on a Statutory Holiday will only be compensated at 1.5x (one and a half their regular rate of pay).

#### 18.00 GENERAL

18.02

Add "and/or the Deputy Fire Chief" to the end of the second sentence.

18.04

In the first sentence, delete "fire force" and replace with "SSM Fire Services"

18.09 (New)

Add new provision, effective the date of the Award:

The Employer agrees to pay the cost of DZ medical examinations for Employees up to a maximum of \$100.00 per examination. Employees are required to provide receipts for payment.

#### 20.00 TERM OF AGREEMENT

20.01 This agreement shall be effective from the first day of February 1<sup>st</sup>, 2015 to January 31<sup>st</sup>, 2019, and from year to year thereafter unless either party notifies the other in writing not more than ninety (90) days and not less than thirty-one (31) days before the thirty-first day of January in any year, of its desire to amend the Agreement.

[10] Unless otherwise indicated, all changes are effective the date of the Award.

[11] I do not grant any of the other proposals on the outstanding issues.

[12] I award all previously agreed-to items. The parties are ordered to prepare the renewal collective agreements, incorporating the Board's Award on the items in dispute, as well as the matters previously agreed to by the parties.

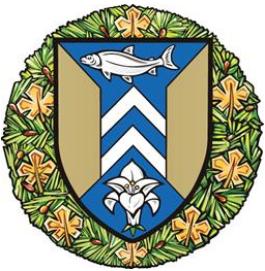
[13] I remain seized in respect of the implementation of this Award until the renewal collective agreement is in effect between the parties.

Dated this 12th day of September, 2019



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Diane Brownlee, Chair



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

### C O U N C I L   R E P O R T

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Tom Vair, Deputy CAO, Community Development and Enterprise Services  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** FutureSSM Project Update

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#### PURPOSE

The purpose of this report is to provide Council with an update on the FutureSSM project and activities that have occurred since our last progress report dated July 15, 2019

#### BACKGROUND

On May 28, 2018 Council passed the following resolution:

Whereas the City has been working on developing a comprehensive community project (FutureSSM) to support the community as it progresses towards an economically diverse, culturally vibrant, socially equitable and environmentally sustainable future; and

Whereas a number of individuals have been vigorously creating the plan by holding focus groups; and

Whereas the Future SSM Project is to set clear steps as one important method to think beyond specific sector needs and address urgent issues for the entire local economy, including: community infrastructure, social development, labour force development, education and training development and business retention and expansion; and

Whereas this is critical to the future of our community;

Now Therefore Be It Resolved that the Deputy CAO Community Development and Enterprise Services be requested to provide quarterly updates to keep Council and the community abreast of the progress being made by the committees and individuals involved.

This report outlines the developments of the FutureSSM project that have occurred since July 15, 2019.

#### ANALYSIS

Along with community members, FutureSSM continues to advance several initiatives that fall under each one of the project pillars; cultural vitality, economic growth and diversification, social equity and environmental sustainability. A number of diverse initiatives continues with broad involvement of many community members (please see Attachment A for update report).

**FINANCIAL IMPLICATIONS**

There are no financial implications associated with this update.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2019 10 07 concerning an update for the FutureSSM project be received as information.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

[t.vair@cityssm.on.ca](mailto:t.vair@cityssm.on.ca)

# Quarterly Report

October 2019



**SAULT  
STE.MARIE**

futureSSM 

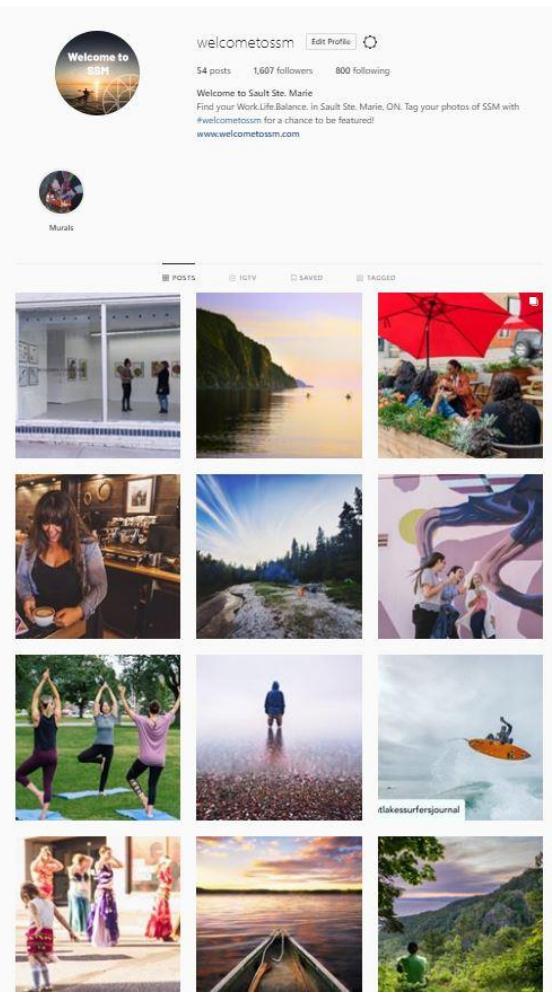
# Community Promotion

An external communications strategy has been developed by FutureSSM staff to build upon the work done to date, and provide a cohesive plan forward to sell Sault Ste. Marie as an ideal place to raise a family, start a business, launch a career or return home.

The goal of the strategy is to attract people to Sault Ste. Marie in order to rejuvenate an ageing workforce and increase the overall population. At its foundation, the plan seeks to introduce Sault Ste. Marie in a new, unexpected and exciting way that changes the narrative of our community.

While we believe the message will resonate with all demographics, the core audiences of the strategy are young professional millennials and families (including former Saultites) aged 25 – 40 who are unattached to a community or job, are looking for a more affordable, balanced lifestyle and a new career. Key messages define Sault Ste. Marie's work-life balance and affordability in an urban setting with quick access to outdoor adventure.

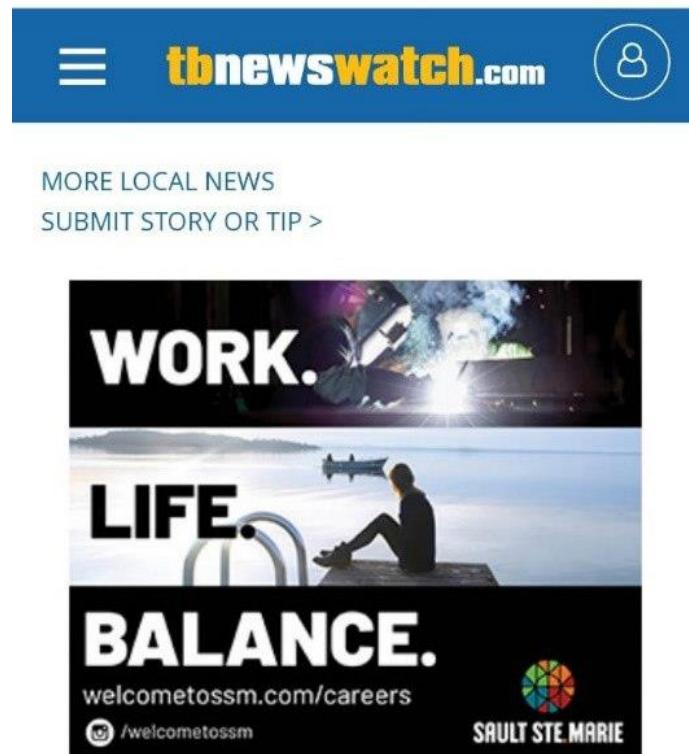
With all communication materials, we want to evoke an emotional connection to Sault Ste. Marie that is real and authentic. A revamped Instagram page, @welcometossm presents photos that communicate an experience in Sault Ste. Marie. The imagery is vibrant, welcoming and personal and provides a glimpse into how people feel while visiting or living here. A professional photographer, Randie Leanne Photos has been hired through FutureSSM to capture high quality photos of experiences and people in Sault Ste. Marie and area.



FutureSSM has also engaged Cavera Inc. to conduct some PPC ('pay per click') marketing campaigns through Facebook, Youtube and Google to promote [www.welcometossm.com](http://www.welcometossm.com) and the linked social media profiles on Facebook and LinkedIn. Email marketing campaigns will also be undertaken through this process to reach people who are considering moving to Sault Ste. Marie.

In August 2019, FutureSSM undertook paid advertising opportunities to target laid off Bombardier workers in Thunder Bay. This work has been picked up by local and regional media outlets, including Sootoday and CBC.

<https://www.cbc.ca/news/canada/thunder-bay/sault-ste-marie-targeting-bombardier-workers-1.5279173>). Example of ad below:



An additional 'Sault Ste. Marie Story' video vignette has recently been posted to the [www.welcometossm.com](http://www.welcometossm.com), garnering lots of interest and positive comments from those in Sault Ste. Marie and those thinking about moving to the community. The video features Teni and Gabriel Araba who moved to Canada from Lagos, Nigeria and settled in Sault Ste. Marie with their three children.



In the coming months, more vignettes will be produced, in addition to other videos highlighting family life in Sault Ste. Marie and winter adventure. An earned media strategy is also under development, targeting national publications with unique and positive stories about Sault Ste. Marie.

## Arts & Culture

### Community Art Project

The planning for the next stage of FutureSSM's Community Art Project (CAP) has begun with efforts to develop community partnerships, public art projects as well as festivals and events that can act as tourist attractors for the city, while also developing our local artists and arts, culture and heritage sector practitioners. The next stage will see the further development of current projects with greater involvement and participation of those partners as well as new partnerships being developed to help support and grow these projects as community lead initiatives.

Several initiatives from 2019 will continue in a similar configuration (DTA Mural Project, Traffic Box Wrap Project, Street Furniture Project) while others will evolve and/or change to suit needs and desires of partner participants both new and existing (Public Art Projects with ADSB, Indigenous & Youth Organizations and others). New partnerships that integrate arts, culture and community development are being explored with Algoma University as well as a partnership with the Arts Council of Algoma and other community youth groups. Youth mentorship and sector development will continue to be a major focus of these initiatives.

### Community Cultural Plan

On Sept 23, 2019, City Council approved the Community Cultural Plan 2019-2024. Work will now begin on the development of the plan implementation strategy in consultation with community arts, culture and heritage stakeholders, partners and city staff. The ACAT Committee as well as community stakeholders will actively be involved in that development.

### Other Community Collaborations

FutureSSM has assisted the Arts Council of Algoma in the development of a project grant proposal to the Ministry of Training, Colleges and Universities (MTCU), which was successful and will further the development of that organization through staff and resources further enabling it to better service the arts and culture sector in SSM.

FutureSSM has again collaborated with the DTA and the ECNHS to support Culture Days 2019 (Sept 27-28). FutureSSM and DTA will be providing an art and culture tour of the downtown, featuring murals (from the 2019 mural project) and other historic and architectural highlights in the downtown. Participants will have the opportunity to paint a parking space mural in a parking bay on Queen St. as part of the event. The mural will be a paint by number type artwork to engage the community in the creation process (focus is on process and hands-on involvement). Light refreshments will also be available. There will be two tours on Fri Sept 27 at 1:45 and 2:30 pm starting and ending at the ECNHS.

## Film, Television & Digital Media

FutureSSM continues to see an increase in film production volume and interest. The Film, Television and Digital Media Coordinator is currently working with another feature film production filming in Sault Ste. Marie. This will be the fourth feature film to shoot in Sault Ste. Marie in 2019 in addition to the one full-length web series and two children's television episodes that have previously filmed in the community this year. To date film production in Sault Ste. Marie had generated approximately \$3,150,000 direct spend in the city and approximately \$1,732,500 in indirect spend. We anticipate an increase to these numbers when the current feature film wraps production in Sault Ste. Marie in early November. The latest production has hired approximately 26 local Crew Members and our community will see approximately 47 visitors from Norway, Germany, Southern Ontario and Northern Ontario to the community, working as crew and cast on the production.

FutureSSM continues to work with producers and location managers looking to film in the area. A number of producers have expressed interest in Sault Ste. Marie for 2020, and are currently submitting applications to NOHFC Film and Television Industry Projects stream.

David Gordian producer of "Happily Ever After", "Love of my Life", "The Bet", "Getting to Know You" and his latest feature "A Grand Romantic Gesture" (all filmed in Sault Ste. Marie) had this to say about filming in Sault Ste. Marie:

"We love filming in The Soo. More important: I know that cast, whether from the UK or LA, always go home raving about their experience here."

Mary Petryshyn was the Production Manager for "A Grand Romantic Gesture"; this was her first filming experience in Sault Ste. Marie. She had this to say about her filming experience:

"I was impressed in many ways with working in the Soo. The local production people were excellent and the city in general opened its arms to support us in every way possible."

## Environmental Sustainability

### Community Greenhouse Gas Emissions Inventory

The City of Sault Ste. Marie (the City) is one of over 60 communities across Canada that have been funded by the Federation of Canadian Municipalities (FCM) Municipalities through the Climate Innovation Program (MCIP) program to increase staff capacity with regards to either climate mitigation and/or adaption. The City plans to focus its efforts on mitigation by developing a plan to reduce community greenhouse gas emissions. The first step of this process is the creation of a community GHG emissions inventory. On September 9, 2019, the City signed a resolution to join the Partners for Climate Protection (PCP), which offers a 5-milestone framework intended to guide municipalities towards the development of a climate action plan. The 5-milestones include:

1. Creating a baseline emissions inventory and forecast;
2. Setting emissions reduction targets;
3. Developing a local action plan;
4. Implementing the local action plan,
5. Monitoring progress and reporting results.

FutureSSM has been working with local energy distributors, municipal staff and external agencies to collect aggregate community emission metrics that will be used for milestone one – creating a baseline emissions inventory and forecast. Where data is not available, provincial averages will be utilized. Once the emission source data collection process is complete, consumption volumes will be input into the PCP emissions inventory tool. The tool will calculate greenhouse gas emissions by source in Sault Ste. Marie. A strategy on sharing these results with the community is being developed. This data will set the stage for completing Milestone 2 and Milestone 3 of the PCP program. The estimated date of completion of the GHG emissions inventory is late Fall 2019.

## **Climate Risk Workshop**

The City of Sault Ste. Marie is one of five cities in Northern Ontario working to manage and assess the risks of climate change. Together, the municipalities form the Northern Climate Change Network (NCCN). With support from the Ontario Climate Risk Institute (CRI), members of the NCCN have been working on assessing their vulnerability to climate change and developing adaptation solutions to manage risks and increase resilience.

FutureSSM in partnership with the Ontario CRI has organized a half-day workshop focused on Climate Change risks in Sault Ste. Marie. The workshop will focus on developing a common understanding of how our climate is changing in the region and how that may present risks to City assets and operations, and well as to residents and local businesses. The objective of the workshop is to build understanding and support for climate change work in Sault Ste. Marie, as well as understand different approaches to climate change adaption and risk assessment.

The workshop is being facilitated by the Ontario CRI and is taking place on September 30<sup>th</sup> at City Hall. Invitees include an array of municipal staff, as well as external agencies and organizations including, but not limited to Garden River First Nation, the PUC, the Ministry of Natural Resources and Forestry, the Sault Ste. Marie Innovation Centre, Algoma Public Health, and the Sault Ste. Marie Region Conservation Authority. The workshop will also give attendees the opportunity to learn about the Community GHG Emissions Inventory project.

## **Labour Force Development**

### **Rural and Northern Immigration Pilot (RNIP)**

In June 2019, Sault Ste. Marie was selected as one of 11 communities across Canada to participate in the Rural and Northern Immigration Pilot program (RNIP). Over the past several months, the RNIP project team (FutureSSM, City of Sault Ste. Marie, Economic Development Corporation of Sault Ste. Marie, Sault and Area Local Immigration Partnership and the Sault Community Career Centre) have been in discussions with Immigration, Refugee and Citizenship Canada (IRCC) project officers who have been assigned to work with our community for the duration of the RNIP program.

As part of these discussions, both parties have conducted engagement sessions with various community stakeholders. They have also been working on a Memorandum of Understanding, recommendation and settlement supports criteria in preparation for the RNIP program.

Interest has been high, as 1300 applicants have already reached out to the Labour Force Development Coordinator. There are an estimated 1150 resumes in the WelcomeToSSM database and 150 more inquiries in the LFDC email account.

For the week of September 23<sup>rd</sup> – 27<sup>th</sup>, IRCC project officers will be in Sault Ste. Marie to train the RNIP project team in preparation for the November 2019 rollout of the program.

## **Ontario Works Transition to Work: Hospitality**

A new pilot program designed to address local workforce entry and labour shortage needs in the hospitality sector kicked off in September in partnership with FutureSSM, the District of Sault Ste. Marie Social Services Administration Board (DSSAB), the Workforce Entry Subcommittee and local hotels.

The Hospitality Training Program runs for 4 weeks, and offers people in receipt of Ontario Works (OW) with hands on training at local hotels. The program is designed to provide real-life training opportunities with a focus on social skills development and hotel related technical skills training. Needs of employers were in the following areas: housekeeping, front desk, breakfast service, culinary and maintenance. The end goal is that participants would receive full time employment in the sector.

In total, 43 placements were secured with 12 hotels and one restaurant participating including The Water Tower Inn, Quality Inn & Suites, Johnny's Chophouse and Bar, Quattro Hotel, Days Inn, Sleep Inn, Holiday Inn Express, Comfort Inn, Microtel, The Northlander, Super 8, Delta Hotel and Fairfield by Marriott.

This initiative is being piloted through the Workforce Entry Subcommittee under the FutureSSM Social Equity Pillar. Later this fall, the program will be applied to other sectors identified by the Subcommittee, including retail, security and labour/construction.

Workforce Entry subcommittee members include the District of Sault Ste. Marie Social Services Administration Board (Ontario Works); City of Sault Ste. Marie (FutureSSM); Sault Ste. Marie Chamber of Commerce; Sault Community Career Centre; Employment Solutions; Algoma Workforce Investment Corporation; Ministry of Training, Colleges and Universities; Huron-Superior Catholic District School Board; United Way, Economic Development Corporation of Sault Ste. Marie; John Howard Society and Sault College.

## **General Motors Oshawa Information Session**

On Wednesday, September 18<sup>th</sup>, FutureSSM's Labour Force Development Coordinator and Algoma Steel traveled to Oshawa General Motors to conduct an information session for GM workers impacted by the upcoming plant closure. Future SSM presented on the top reasons to move to Sault Ste. Marie, the WelcomeToSSM website's labour force portal and promoted various positions that are currently available in the city. Algoma Steel presented on their numerous job opportunities and walked participants through their applicant tracking system. Each presentation was followed by a Question and Answer period. Interest was high as Algoma Steel indicated there were several participants who met their skilled trades criteria. According to General Motors, Sault Ste. Marie is the only region outside of the GTA that has been actively engaged with them in efforts to recruit some of their workforce.

Presentations have been made to the Indigenous Youth Job Connect and the Sault Area Construction Association Lunch and Learn

# Social Equity

## Early Development Instrument

The Early Development Instrument (EDI) is used across Canada and internationally to measure children's ability to meet age appropriate developmental expectations. Because of Sault Ste. Marie's efforts in improving EDI outcomes for children, the work of the Social Equity Coordinator has involved two strategic planning sessions with key community organizations to help design actions for each goal identified in the Early Years System Plan.

As a result, there has been several drafted actions under the five goals. The primary focus of the plan is collaboration amongst service providers and community partners to improve EDI scores, as articulated by the following goal: *An informed Early Years system and community partners build opportunities for community collaboration that support improved outcomes for children and families by addressing EDI vulnerabilities.*

Actions listed under this goal, are meant to complement the work of and direction provided by the Algoma Leadership Table and the Social Equity Action Team throughout the implementation of EDI Strategic actions forthcoming.

Social Equity has also been providing continued contribution to the Child & Family Network. The Child and Family Network is a community planning table that is working to improve the outcome of children in SSM comprised of multiple organizations who work directly with children and their families. This table is assisting with the implementation of strategic actions as it relates to the EDI.

The newest iteration of the Early Development Instrument (EDI) scores have been compiled for SSM and are awaiting final approval from the District of Sault Ste. Marie Administration Board before the data can be released. This is expected to take place in October.

## Poverty Reduction

The Social Equity Coordinator along with the United Way, NORDIK Institute, Algoma Workforce Investment Corporation and the Sault Ste. Marie Innovation Center completed Tamarack Institute's Vibrant Communities pilot program webinar series in August. This six part series led the group through the development of a baseline community report of poverty as it pertains to the work of the Poverty Roundtable. The priority areas of focus include housing, workforce entry, food security and essential services. The scope of the work on the report involves creating outcomes/goals per priority area and the creation of metrics per goal as well as literature reviews for each area. The preliminary draft goals have been brought forward to the Social Equity team to provide feedback on the work thus far. It is anticipated that this report will be presented in October.

## Improving Indigenous Relations

Nendaaswin (nen-daa-swin): Nendaaswin in Anishinaabemowin means how you are related to everything in your environment, people, animals, air, tree etc. It is the breath we share within our environment. Nendaaswin is the name of the Indigenous Action team working with FutureSSM. The Nendaaswin Action team met at the end of July. FutureSSM brought forward the different activities and initiatives related to improving Indigenous relationships within SSM to the team. Team members expressed how the word "Biindigen" on the city buses were being met with positive responses by Indigenous community. Suggestions were offered to FutureSSM

to work towards becoming visually more inclusive and input was provided to the Community Culture Plan.

## **Safe, Welcoming & Inclusive Community**

A Women's Only Safe Spaces Walk was held on July 24th downtown on Queen Street. The walk was organized in partnership with the Downtown Association and FutureSSM. The walk was intended for women to identify areas where there may be issues of concern in the downtown area as well as offer suggestions for improvement in public spaces as it pertains to women's issues.

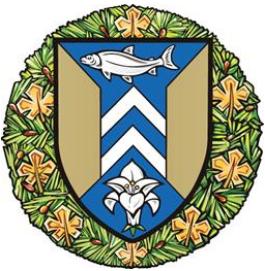
Two city councilors were in attendance along with other community members. Main highlights include that there are no public restrooms readily available downtown, once businesses are closed there is a lack of lighting on Queen street and because the streets have no foot traffic and periodic vehicle traffic, the absence of people in the area increases feelings of being unsafe. A follow up consultation took place with Sault Ste. Marie Chief of Police to ensure that any issues that arose during the walk may be accommodated with the SSMPS.

## **Youth Outreach**

There will be several dates in which the FutureSSM will be attending local high schools and community spaces to ask youth for their input on what they would like to see at these spaces, what they feel would increase their participation at these spaces and other considerations. The two areas include a public outdoor space in respect to the Plaza development and an education hub.

Special engagement will be taking place with Indigenous youth which includes asking for their suggestions on how Indigenous youth inclusion in the arts. Youth outreach and engagement began taking place on September 18. (photo: Grade 11 Environmental Science class at White Pines September 23, 2019).





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

### C O U N C I L   R E P O R T

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Brent Lamming, Director of Community Services  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Videoboard – Score Clock GFL Memorial Gardens

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#### PURPOSE

The purpose of this report is to seek Council approval to proceed with the purchase and installation of a new videoboard for the GFL Memorial Gardens. Upfront project costs will be fully funded by the Soo Greyhounds (“the Club”).

#### BACKGROUND

The original purchase of the scoreboard and video components and installation were completed in two phases, as the project budget did not allow for a video scoreboard. The first phase was for a scoreboard that could incorporate the video portion at a later date. The second phase was for the supply and installation of the video portion.

Through the direction of the Sports and Entertainment Centre Steering Committee and in conjunction with the Soo Greyhounds, staff initiated a process to secure funding for the video portion of the scoreboard.

A Request for Proposal (RFP) was submitted to companies that had expressed an interest in being involved in the video scoreboard project. Both R.B.C. Royal Bank and Pino’s Get Fresh Foods expressed a keen interest in becoming involved and negotiations resulted in a letter of understanding to secure financing for the video portion of the scoreboard. On March 28, 2010, a Letter of Understanding was entered into (Appendix A). The Letter provided for a financial arrangement between the City and the Club which enabled the existing video scoreboard to be funded accordingly.

The successful proponent for both components was Hamilton Digital Designs Ltd and the total project cost was \$368,000.

In a letter dated March 19, 2014, it noted that the Video sponsors (RBC and Pino’s) terminated January 31, 2014. It was confirmed that Pino’s renewed their sponsorship and that Northside Group (Toyota, Mazda, Volkswagen) are new sponsors.

Currently the City shares in advertising revenue for the videoboard at a rate of 10% as supported by the Lease Agreement and is consistent with remaining advertising within the GFL Memorial Gardens.

## **ANALYSIS**

City staff have met with the Club on a number of occasions to discuss Capital Request items as it pertains to the GFL Memorial Gardens for the 2020 budget cycle. The Club understands that the City must prioritize mandated and essential items as part of the process. Realizing that a new videoboard may not have made it through as a priority item the Club has brought a proposal forward (Appendix B) where the Club will finance 100% of the upfront project cost.

The first step in the process is to determine the load capacity of the existing infrastructure before a new clock can be designed to meet specifications. This will take into account snow load capacity and other weight requirements to host events (rigging, lighting etc.).

The new videoboard is anticipated to be a similar size to the existing clock however it will have a full videoboard on each side (consistent with newer technology – Appendix C) versus the smaller screens currently in place located on each side. Thus improving the user experience and increased capability for replays, advertising opportunities and sound capability.

A state of the art videoboard will have a cost in excess of \$500,000 for purchase and installation. The Club is requesting that the videoboard be paid for with Advertising revenue where the City would forgo its 10% share for a (10) ten year timeframe. At the end of the (10) ten-year timeframe, the City will resume participating at the 10% amount indicated in the main tenant Lease Agreement.

A videoboard long-term lease agreement will be brought back to Council for approval at a later date. It is being recommended that the City maintain ownership of the videoboard and that a Request for Proposal Process (RFP) be followed for the procurement of the videoboard and installation.

The Club has offered to pay for the Structural Analysis report and has agreed to make the report available for the City's Engineering Department to review and or Third party if the City deems appropriate to ensure that it is designed to meet infrastructure capability.

The lease agreement, at a minimum, will cover the following key items:

1. Advertising Revenue sharing arrangement for payback
2. Items as they pertain to any agreements relating to this contract
3. The preference will be for the user groups to be able to use the clock portion of the videoboard but due to the complexity of operation and incremental programming costs, it is likely that an auxiliary clock will be purchased similar to what is in place at other Arena

Facilities to support regular programming. Cost will be part of the total project cost covered by the Club.

4. Purchase process and Installation
5. Ongoing maintenance and operation
6. Liability Insurance
7. Availability to use for special events and fee structure. There will be a \$500 per event fee passed on to the User plus the cost of a technician (if required) that will be remitted to the Club. This is not a high requirement based on historical need for these types of events.

City staff recommend that Council approve the project based on the success of the arrangement that funded the original clock purchase and videoboard installation components. This approach facilitates a purchase at minimal upfront investment from a City perspective. Issues are also becoming more frequent with the reliability of the existing clock as evidenced at this year's home opener where the north side of the clock was not able to function. The failure of the current scoreboard drew a number of complaints from fans last weekend and the lack of any redundancy would be an issue if we experience any further failures.

A future report will be brought back for approval for the lease agreement as well as a recommendation for award for the purchase of the unit and installation with applicable costing. The RFP process will be done in conjunction and coordinated with the Club.

#### **FINANCIAL IMPLICATIONS**

The cost for the original video scoreboard of \$368,000 was paid back through the advertising revenue sponsorship in the amount of \$40,000 yearly per the 10-year agreement.

The recommended option will result in the Municipality having to forgo an approximate annual revenue stream of \$3,000 from videoboard advertising which would total \$30,000 over the (10) ten-year timeframe.

The City would be given the use of the clock for non-Greyhound events for a fee of \$500 per event plus the cost (if any) of a technician to operate the clock.

Maintenance costs are anticipated to be accommodated within the existing budget given this will be a newer unit.

The videoboard will be operated by the Club therefore no incremental operating costs are anticipated. User groups will need to be trained on how to use the videoboard or alternative smaller clock that may require purchasing which would make up part of the total project cost if required.

### **STRATEGIC PLAN / POLICY IMPACT**

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Developing Partnerships with our Key Stakeholders and collaboration with community partners, which is essential to our success.
- Improves Quality of Life by supporting recreation and culture.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2019 10 07 be received and that staff be directed to proceed with the Structural Analysis report and issue an RFP for the purchase and installation of a new videoboard, and furthermore, to enter into negotiations for a new (10) ten-year agreement with the Soo Greyhounds.

Further, that a supporting lease agreement and by-law return to Council in the future for approval.

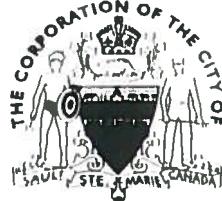
Respectfully submitted,



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

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT  
Community Centres Division  
Municipal Day Nurseries Division  
Recreation & Culture Division

March 19, 2014

Mr. Kyle Dubas  
General Manager  
Soo Greyhounds Hockey Club  
269 Queen St. East  
Sault Ste. Marie, ON P6A 1Y9

Dear Kyle:

I am following up on the Letter of Understanding dated September 28, 2010 regarding the Videoboard sponsorship (attached). The agreement is between the Club and the City. It commenced in September 2007 and terminates August 2017 (clause 2).

The agreements with the original Videoboard sponsors (RBC and Pino's) terminated on January 31, 2014. Prior to this date the Club and City discussed and agreed that it would be better if the Club sought out sponsors for the Videoboard. It is my understanding, and as noticed by the advertising on the Videoboard, that Pino's renewed their sponsorship and the Northside Group (Toyota, Mazda, Volkswagen) are new sponsors.

For the remaining term of the agreement, the City will invoice the Club, in August of each year, for the amount of \$40,000. less \$3,500. (items in clause 3).

Trusting this meets with the Club's approval. Should there be any concerns, do not hesitate to contact me.

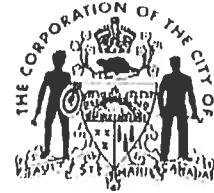
Best regards,

A handwritten signature in black ink, appearing to read "Nicholas J. Apostle".

Nicholas J. Apostle  
Commissioner Community Services

[jb/comcentres/soo greyhounds/videoboard sponsorship march 20 2014](http://jb/comcentres/soo greyhounds/videoboard sponsorship march 20 2014)

cc : N. Kenny, City Solicitor  
W. Freiburger, Commissioner of Finance and Treasurer  
N. Mosley, Business and Administrative Coordinator  
N. Fera, Manager Community Centres



## LETTER OF UNDERSTANDING

Made this 28th day of September, 2010

BETWEEN:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
hereinafter referred to as the "City"

- and -

**THE SOO GREYHOUNDS**  
hereinafter referred to as "the Club"

WHEREAS the City is the registered owner of the Essar Centre;

AND WHEREAS the City and Club have agreed to have the Sponsorship Program revenue be allocated to the City for seven years commencing at the start of the agreement with the proponents (RBC/Pino's) in order to pay for the cost of the video screen as outlined in Schedule "A";

AND WHEREAS the City wishes to have the necessary components to provide live video and replay video on the video scoreboard at the Essar Centre;

AND WHEREAS the City and the Club verbally agreed to a financial commitment at a meeting on May 30, 2007 in order to proceed with the supply and installation of the components for the video scoreboard for the Essar Centre details of which are attached in Schedule "A";

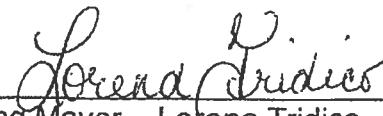
AND WHEREAS the Club has stated they are willing to extend the existing sponsorship program for the video scoreboard (with RBC and Pino's) in order to provide the financial commitment for the video scoreboard components;

NOW THEREFORE WITNESSETH THAT in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the City and the Club agree as follows:

1. The Club acknowledges that the City has paid for the capital items as listed in Schedule "A" attached and that this agreement will outline the arrangement for the receipt of the video board sponsorship revenue.
2. The Club agrees that all revenue received from the sponsorship program through the agreement with RBC/Pino's is go towards the payment of the capital items, as noted in attached Schedule "A" for the time period of ten years commencing September 2007 and terminating August 2017.
3. The Club agrees to abide by the obligations of the agreement with video sponsorship proponents – specifically to provide the requirements for the Soo Greyhound games (corporate suite, sponsor night(s), tickets).
4. The City agrees to keep the video scoreboard in clean, maintained and good working order so that it functions as intended.
5. At the end of this term the revenue from the video scoreboard will become part of the revenue sharing agreement as outlined in the agreement between the City and Soo Greyhounds.
6. This Letter of Understanding is effective as of June 11, 2007.

IN WITNESS WHEREOF the parties have hereunto executed this agreement.

Date: September 28, 2010. **THE CORPORATION OF THE  
CITY OF SAULT STE. MARIE**  
Per:

  
Lorena Tridico  
Acting Mayor – Lorena Tridico

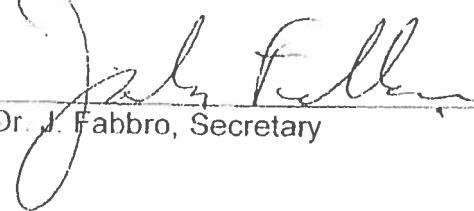
  
Malcolm White  
City Clerk – Malcolm White

Date: October, 2010.

THE SOO GREYHOUNDS

Per:

  
Dr. L. Lukenda – President

  
Dr. J. Fabbro, Secretary

DH Agreements & Documents\CSD re Essar Centre\Letter of Understanding –videoboard components

**Schedule "A"**

Purchase and Installation of the Video Board Screen and software  
See attached Purchase Order

Purchase and installation of video replay equipment and software  
See attached Purchase Order

5(v)

### SCHEDULE "A"

| Item | Manufacturer  | Part #        | Manufacturer | Description   | Qty | List Price | Xtended      |
|------|---------------|---------------|--------------|---|-----|------------|--------------|
| 1    | Switcher      |               |              |   |     | \$         | -            |
| 2    | 100pa         | Broadcast Pix |              | State 100 pro analog  | 1   | 14,324.00  | \$ 14,324.00 |
| 3    | 47            | Broadcast Pix |              | More Analog I/O, 4 In, 1 out  | 1   | 1,791.00   | \$ 1,791.00  |
| 5    | 308           | Broadcast Pix |              | Clip Import DV/MPEG2  | 1   | 1,188.00   | \$ 1,188.00  |
| 6    | 160           | Broadcast Pix |              | Additional CG Inscriber TitleMotion Pro License                                   | 1   | 597.00     | \$ 597.00    |
| 7    | 628460        | HP            |              | HP Compaq Business Desktop dx2250 - Sempron 3400+ 1.8 GHz                         | 1   | 552.00     | \$ 552.00    |
| 8    | PX978AA       | HP            |              | HP 1-GB PC2-5300 (DDR2 667 MHz) DIMM  | 1   | 305.00     | \$ 305.00    |
| 9    | 386874        | D-Link        |              | DGS-2205 5-Port 10/100/1000 Gigabit Switch  | 1   | 75.00      | \$ 75.00     |
| 10   | VX2235VWM     | Viewsonic     |              | 22In 1024x1024 LCD Monitor  | 1   | 528.00     | \$ 528.00    |
| 11   | ASLCD92VXBK   | NEC           |              | 19" LCD MONITOR - BLACK   | 1   | 435.00     | \$ 435.00    |
|      | Editing       |               |              |   |     | \$         | -            |
| 12   | 214174        | APPLE         |              | Apple - Mac Pro Two 2.66GHz Dual-Core Intel Xeon, 1GB, 250GB, X1900, both BT & AP | 1   | 4,320.00   | \$ 4,320.00  |
|      |               |               |              | Specifications  |     | \$         | -            |
|      |               |               |              | Two 2.66GHz Dual-Core Intel Xeon  |     | \$         | -            |
|      |               |               |              | 1GB (2 x 512MB)   |     | \$         | -            |
|      |               |               |              | 250GB 7200-rpm Serial ATA 3Gb/s   |     | \$         | -            |
|      |               |               |              | ATI Radeon X1900 XT 512MB (2 x dual-link DVI)                                     |     | \$         | -            |
|      |               |               |              | One 16x SuperDrive  |     | \$         | -            |
|      |               |               |              | Both Bluetooth 2.0+EDR and AirPort Extreme  |     | \$         | -            |
|      |               |               |              | Apple Keyboard and Mighty Mouse - U.S. English                                    |     | \$         | -            |
|      |               |               |              | Mac OS X - U.S. English   |     | \$         | -            |
|      |               |               |              | 1GB DDR2 6300 667mhz FB Dimm (2x512MB) Kit  | 1   | 369.00     | \$ 369.00    |
|      |               |               |              | 2GB DDR2 5300 667mhz FB Dimm (2x1GB) Kit  | 1   | 733.00     | \$ 733.00    |
|      |               |               |              | HGST Deskstar 500GB SATA-II 7200rpm 16MB cache Drive                              | 3   | 364.00     | \$ 1,092.00  |
|      |               |               |              | Apple Final Cut Studio 5.1  | 1   | 1,700.00   | \$ 1,700.00  |
|      |               |               |              | ViewSonic VG2030w 20" Widescreen LCD Display                                      | 2   | 445.00     | \$ 890.00    |
|      |               |               |              | Altec-Lansing VS4121 3pc Speaker System   | 1   | 105.00     | \$ 105.00    |
|      |               |               |              | LogicKeyboard Apple Pro G5 Final Cut Pro Custom Keyboard                          | 1   | 133.00     | \$ 133.00    |
|      |               |               |              | Conair Shulle Pro 2   | 1   | 131.00     | \$ 131.00    |
|      |               |               |              | Mac System Configuration and Testing  | 1   | 730.00     | \$ 730.00    |
| 13   |               |               |              |   |     | \$         | -            |
| 14   | 211664        |               |              | Adobe Production Studio Premium for Windows Includes:                             | 1   | 2,384.00   | \$ 2,384.00  |
| 15   |               |               |              | After Effects 7.0 Pro   |     | \$         | -            |
| 16   |               |               |              | Premiere Pro 2.0  |     | \$         | -            |
| 17   |               |               |              | Photoshop CS2   |     | \$         | -            |
|      |               |               |              | Audition 2.0  |     | \$         | -            |
| 18   |               |               |              | Encore DVD 2.0  |     | \$         | -            |
| 19   |               |               |              | Illustrator CS2   |     | \$         | -            |
| 20   |               |               |              | Dynamic Link  |     | \$         | -            |
| 21   | Cameras       |               |              | Bridge  |     | \$         | -            |
| 22   | XL2           | Canon         |              | 3CCD MiniDV Camcorder With 20x Lens   | 3   | 5,542.00   | \$ 16,626.00 |
| 23   | DM50          | Canon         |              | DIRECTIONAL STEREO MICROPHONE   | 3   | 306.00     | \$ 918.00    |
| 24   | XL1.6         | Canon         |              | EXTENDER  | 3   | 651.00     | \$ 1,953.00  |
| 25   | ZR1000        | Canon         |              | ZOOM REMOTE CONTROL   | 3   | 342.00     | \$ 1,028.00  |
| 26   |               | Portabrace    |              | SYSTEM CASE   | 3   | 541.00     | \$ 1,623.00  |
| 27   | 3046-3433     | Bogen         |              | TRIPOD / HEAD KIT   | 2   | 692.00     | \$ 1,384.00  |
|      | 3433HK        | Bogen         |              | ADDITIONAL PAN HANDLE FOR 3433  | 2   | 60.00      | \$ 120.00    |
|      | 503632ART     | Bogen         |              | 3460 (503) Head, 532ART Tripod, 3141BALL Half Ball, MBAG100P                      | 1   | 2,350.00   | \$ 2,350.00  |
| 28   | L4-PRO        | Glidecam      |              | Glidecam Pro Monitor  | 3   | 620.00     | \$ 1,860.00  |
| 29   | L4-BATT       | Glidecam      |              | Battery Pack for L4 Monitor   | 3   | 172.00     | \$ 516.00    |
| 30   | H400          | Glidecam      |              | 4in Hood  | 3   | 30.00      | \$ 90.00     |
| 31   |               |               |              |   |     | \$         | -            |
|      | Intercom      |               |              |   |     | \$         | -            |
|      | RS601         | ClearCom      |              | 1-Channel Standard Beltpack   | 5   | 358.00     | \$ 1,790.00  |
| 32   | CC-95         | ClearCom      |              | Single-Ear Standard Headset / Microphone  | 3   | 293.00     | \$ 879.00    |
| 33   | CC-260        | ClearCom      |              | Double-Ear Standard Headset   | 2   | 356.00     | \$ 712.00    |
|      | Replay System |               |              |   |     | \$         | -            |
| 34   | SPORT         |               |              | BUF TECHNOLOGY SPORT INTEGRATED REPLAY SYSTEM                                     | 1   | 6,783.00   | \$ 6,783.00  |
|      | HDD80         |               |              | BUF TECHNOLOGY Hard Drive   | 1   | 1,027.00   | \$ 1,027.00  |

5(v)

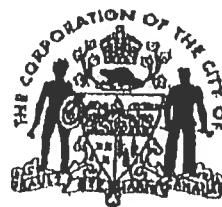
| Item   | Manufacturer             | Part #      | Description  | Qty  | Unit Price | X             | Extended    |
|--|--------------------------|-------------|--|--|------------|---------------|-------------|
| 35   | Conversion and Test Gear | BURST-BG4   | Burst  | Output Black Burst Generator with Tono       | 1          | 468           | \$ 468.00   |
| 36   | Ingest/Playout           | SRDV-M600US | JVC  | 3-IN-ONE VIDEO RECORDER/PLAYER               | 1          | 1,022.00      | \$ 1,022.00 |
|  |                          |             |  | 3-in-1 MiniDV / HDD / DVD-R Combination Deck |            |               | \$ -        |
| 37   | MDV60DUP-MC              | JVC         | 60 MINUTE MINI DV CASSETTE (MASTER CARTON) 50 TAPES PER        | 1  | 536        | \$ 536.00     |             |
| 39   |                          |             |  |  |            |               | \$ -        |
| 40   | Installation Components  |             |  |  |            |               | \$ -        |
| 1685A  | Belden                   |             | Coax Cable   | 4000   | 1.85       | \$ 7,400.00   |             |
| 1814R  | Belden                   |             | 2 Pair Audio Cable   | 300  | 0.08       | \$ 264.00     |             |
| 42   | Custom                   | HD Group    | Racks and Millwork   | 1  |            | \$ 1,154.00   |             |
| Custom   | HD Group                 |             | Camera Buck Box with Single Coax 2 pair audio (1) for Intercom | 5  | 136        | \$ 680.00     |             |
| Training   |                          |             |  |  |            | \$ -          |             |
| Training   | HD Group                 |             | System Training  | 1  | 2,714.00   | \$ 2,714.00   |             |
| Total Equipment                                  |                          |             |  |  |            | \$ 86,877.00  |             |
| Total Labor Installation, design and engineering |                          |             |  |  |            | \$ 13,892.00  |             |
| Total Equipment & Labor                          |                          |             |  |  |            | \$ 100,769.00 |             |
| Materials  |                          |             |  |  |            | \$ 3,597.00   |             |
| Grand Total Equipment, Labor & Materials         |                          |             |  |  |            | \$ 104,366.00 |             |

Pricing is subject to all applicable taxes being extra.

**Electrical power and conduits where required is by others.**

**Installation of the cable is by others.**

VOICE TO: FINANCE DEPARTMENT  
ACCOUNTING DIVISION  
P.O. BOX 880  
SAULT STE. MARIE, ONT.  
P6A 5N1



PAK

100586

THIS NUMBER MUST APPEAR ON INVOICES, PACKING SLIPS, CARDS AND CORRESPONDENCE

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE, ONT.**  
PURCHASE ORDER

SHIPPING LABEL MUST READ

089161  
HAMILTON DIGITAL DESIGNS LTD.  
3342 MAINWAY  
BURLINGTON, ON L7M 1A7

Community Centres & Marine Div  
Steelback Centre  
269 Queen Street E.  
Sault Ste Marie, ON. P6A 1Y9

| REQUISITION DATE<br>2007/06/19   | REQUISITION NO.<br>088599   | REQUISITION DEPARTMENT<br>STEELBACK | REQUISITIONED BY<br>N. FERA | ORDER DATE<br>2007/06/2   |
|--|---|-------------------------------------|-----------------------------|---|
| DATE REQUIRED<br>2007/06/20  | F.O.B.<br>SSM   | SHIP VIA<br>YOUR TRUCK              | TERMS<br>NET 30             | CONFIRMING<br>YES   |
| PLEASE SUPPLY THE FOLLOWING MATERIAL SUBJECT TO TERMS AND CONDITIONS SPECIFIED |   |                                     |                             | SALES TAX EXEMPT AS MARKED<br><input type="checkbox"/> GST <input type="checkbox"/> PST <input type="checkbox"/> U.S. FUNDS |
| QUANTITY   | DESCRIPTION   | BUDGET A/C NO.                      | VEHICLE                     | UNIT PRICE<br>DISCOUNT<br>TOTAL   |
|  | SUPPLY AND INSTALL THE LISTED VIDEO EQUIPMENT FOR THE VIDEO SCOREBOARD AT THE STEELBACK CENTRE: EQUIPMENT | 1600102980                          |                             | 84163.00  |
|  | MATERIALS   |                                     |                             | 3597.00   |
|  | PLUS G.S.T. & P.S.T.  |                                     |                             |   |
|  | INSTALLATION  |                                     |                             | 13892.00  |
|  | TRAINING  |                                     |                             | 2714.00   |
|  | PLUS G.S.T. ONLY  |                                     |                             |   |
|  | ALL IN ACCORDANCE WITH YOUR DETAILED QUOTE DATED JUNE 19, 2007  |                                     |                             |   |
|  | SUPPLY OF ELECTRICAL POWER AND INSTALLATION OF COAX CABLE BY OTHERS.                                      |                                     |                             |   |

**TERMS AND CONDITIONS**

- Mail in commercial invoices in duplicate.
- On foreign shipments we require three certified copies of Canadian M.A. invoices and in addition two commercial copies for our own use. All five invoices are to be sent by mail immediately after the goods have been shipped.
- Enclose packing slip in each shipment showing order number and requisition number.

|           |           |
|-----------|-----------|
| NET TOTAL | 104366.00 |
| 6.00 GST  | 6261.96   |
| 8.00 PST  | 7020.00   |

## APPENDIX B

To: The City of Sault Ste. Marie  
Attention: Brent Lamming – Director, Community Services

August 5, 2019

### **Video Scoreboard Proposal**

**Purpose:**

The Soo Greyhounds want to ensure that we are optimizing the fan experience for all those in attendance at Soo Greyhound hockey games at the GFL Memorial Gardens. With the current video scoreclock being over 11 years old, it is increasingly apparent that the video quality and clarity is no longer adequate. Advances in video technology have significantly improved both the size and quality of the video graphics that are now being used in arenas for sporting events of all types throughout North America while at the same time coming down in price from last generation video scoreboards.

The Soo Greyhounds pride ourselves on being a first-rate organization and we want to ensure that our local fans are not being disadvantaged relative to our peer teams throughout the league. As such, the Soo Greyhounds would like to offer the following proposal in a spirit of cooperation and collaboration with the City.

**Proposal:**

The Soo Greyhounds will fund the purchase of a video scoreboard for the GFL. The Soo Greyhounds will then control the usage of the board and would be entitled to 100% of the sponsorship revenue related to the use of the video scoreboard in connection with all Soo Greyhound events. The Soo Greyhounds will be responsible for costs related to installation of the videoboard and the city would be responsible for any maintenance or other costs related to the raising and lowering of the clock to accommodate other events. The City would be given the use of the clock for non-Greyhound events for a fee of \$500 per event plus the cost (if any) of a technician to operate the clock. The City would be given the opportunity to promote the city of Sault Ste. Marie including upcoming events hosted by the City on the video board during Soo Greyhound events to an equivalent value of \$3000 per season for the next five years.

Illustration of Proposed Video Scoreboard: see Appendix C

**Conclusion:**

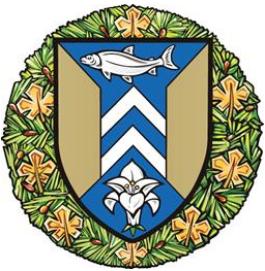
We know that the City has competing demands for its capital and that its budget is stretched as a result. A request by the Soo Greyhounds for the city to purchase the video board for the city-owned GFL would undoubtedly be competing with many other priorities in the community. In order to accelerate the acquisition of a new video scoreboard and allow our local fans the opportunity to enjoy an enhanced entertainment experience, the Soo Greyhounds are willing to fund the purchase of a new video scoreboard.

Further, by the Soo Greyhounds granting access to the City for the use of the video scoreboard for other events the City will have gained the benefit of access to a state-of-the-art clock in its premier entertainment facility without the upfront capital cost.

*Tim Lukenda  
President and Governor  
Soo Greyhounds Hockey Club  
[Timlukenda@soogreyhounds.com](mailto:Timlukenda@soogreyhounds.com)  
Cell (647)641-7992*

## APPENDIX C





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

### C O U N C I L   R E P O R T

October 7, 2019

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

**AUTHOR:** **Freddie Pozzebon Chief Building Official & Property Standards Officer**

**DEPARTMENT:** **Public Works and Engineering Services**

**RE:** **Property Standards Compliance Action for Jamestown**

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#### **PURPOSE**

This report responds to the following Council Resolution:

Council Resolution May 14, 2018, Agenda # 8.2

Whereas the City recently passed a motion for a Jamestown revitalization plan;  
and

Where Jamestown business people and residents have expressed concern with  
the deteriorating condition of some buildings in the Jamestown area and with a  
lack of property standards by-law enforcement; and

Whereas this creates a disincentive for neighbouring properties to invest in  
revitalizing the neighbourhood;

Now Therefore Be It Resolved that the Building Division be requested to report as  
to actions required to ensure compliance of all buildings in the Jamestown area  
with the property standards by-law.

#### **BACKGROUND**

The Property Standards Inspector with assistance from a summer student mapped out  
and reviewed all properties including buildings within the catchment area which included  
properties located in an established boundary from Carmen's Way to West Street, and  
from Cathcart Street to Portage street. The inspection process focused on the condition  
of property yards and the exterior of the buildings. It also included a general exterior  
review to ensure structural integrity of any problematic buildings.

## **ANALYSIS**

This catchment area identified various signs of a deteriorating neighbourhood, from unkempt properties to derelict structures. This concern was shared amongst Council, staff, and neighbourhood residences. From the various concerns that were brought forward, there appeared to be an ongoing systemic issue regarding lack of maintenance and care of buildings and properties located within this area.

The following actions were undertaken to ensure compliance:

1. Established a catchment area that included all properties within an established boundary from Carmen's Way to West Street and south from Cathcart Street to Portage Street. This area was comprised of approximately 174 properties.
2. Identified matters that would be reviewed under Minimum Standards, Zoning By-Law and/or Yard Maintenance By-Law to ensure compliance.
3. Conducted field inspections on properties within the catchment area and determined which properties required a notice.
4. Sent out Notices of Violation to property owners and any person(s) that were deemed to have an interest in the property. All notices included reasonable time to rectify the issues given the nature of the infraction and the timing within the current construction season, with the exception of noncompliance to the yard bylaw which proceeded under normal legislative time lines of 24 -26 days
5. Conducted follow-up inspections for all Notices of Violations and noted compliance.
6. Processed Orders to Remedy for any noncompliance to the Minimum Standards or Yard Maintenance By-law's, and/or proceeded with any other necessary action related to By-Law noncompliance.
7. Conducted follow-up inspections for all Orders to Remedy and noted compliance.
8. Proceeded with further action necessary to remedy the noncompliance. Remedies included actual work being undertaken by the City to satisfy the Order through the tendering process and costs were recovered through Municipal Taxes. Action also included prosecution for non-compliance to an Order.
9. Upon any work or legal action, a follow up Inspection was conducted to assess compliance. If compliance was not achieved through the first prosecution, a Court Order was obtained and further prosecution was sought.
10. Provided a summary of actions (see attachment).
11. Initiated follow-ups to review the entire catchment area every two years.

## **FINANCIAL IMPLICATIONS**

There were no financial implications to the City. Property owners were responsible for the cost of property clean-up and/or any repairs to buildings. Current policy of enforcement is that inspections are generated via public complaints. This proactive approach generated additional work hours for staff but, were covered under the existing operating budgets. Assistance was provided from a summer student.

**STRATEGIC PLAN / POLICY IMPACT**

There was no direct link to the Corporate Strategic Plan although initiating a comprehensive compliance action within this catchment area will benefit and promote better quality of life for all citizens, and improve the City's image.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

The Report of the Chief Building Official concerning the action that took place to ensure compliance with the applicable City By-laws for the James Town property area be received as information.

Respectfully submitted,



Freddie Pozzebon  
Chief building Official  
705 541-7151  
[f.pozzebon@cityssm.on.ca](mailto:f.pozzebon@cityssm.on.ca)

## Jamestown Overview



# **Summary of Jamestown**

*July / August Review 2018*

## **Total Number of Jamestown Properties**

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|                          |     |
|--------------------------|-----|
| Total Properties entered | 174 |
|--------------------------|-----|

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## **Actions Taken on Jamestown**

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|                       |     |
|-----------------------|-----|
| Finalized Inspections | 166 |
|-----------------------|-----|

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|                       |    |
|-----------------------|----|
| Number of Inspections | 82 |
|-----------------------|----|

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|                       |   |
|-----------------------|---|
| Informal Notices Sent | 4 |
|-----------------------|---|

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|               |    |
|---------------|----|
| Orders Issued | 21 |
|---------------|----|

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|              |   |
|--------------|---|
| Legal Letter | 3 |
|--------------|---|

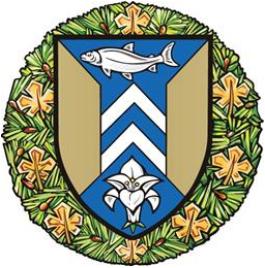
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|          |   |
|----------|---|
| In Court | 2 |
|----------|---|

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|                             |   |
|-----------------------------|---|
| Number of Work Requisitions | 3 |
|-----------------------------|---|

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

## C O U N C I L   R E P O R T

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Karen Fields, City Solicitor  
**DEPARTMENT:** Legal Department  
**RE:** Assume, Close and Convey Part Blake Avenue and Part Atlantic Street

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### **PURPOSE**

The purpose of this report is to seek Council's approval to assume, stop up, close and convey part of Blake Avenue and part of Atlantic Street.

### **BACKGROUND**

By-law 2019-88 which authorized the execution of the Agreement between the City and Sault North Holdings Ltd. o/a Great Lakes Honda was passed on April 15, 2019. In the Agreement the City agreed to transfer a portion of Blake Avenue and a portion of Atlantic Street to Sault North Holdings Ltd. o/a Great Lakes Honda.

### **ATTACHMENT**

Attached as Schedule "A" is a map showing the subject property.

### **ANALYSIS**

Bell Canada and PUC have indicated they require an easement over a portion of Blake Avenue. The City will be retaining an easement for drainage over part of Blake Avenue and part of Atlantic Street.

### **FINANCIAL IMPLICATIONS**

There is no significant financial impact associated with this matter.

### **STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Assume Close and Convey Part Blake Avenue and Part Atlantic Street

2019 10 07

Page 2.

By-law 2019-195 being a by-law to assume part of Blake Avenue and part of Atlantic Street and By-law 2019-196 being a by-law to stop up, close and convey part of Blake Avenue and part of Atlantic Street appear elsewhere on the agenda and are recommended for approval.

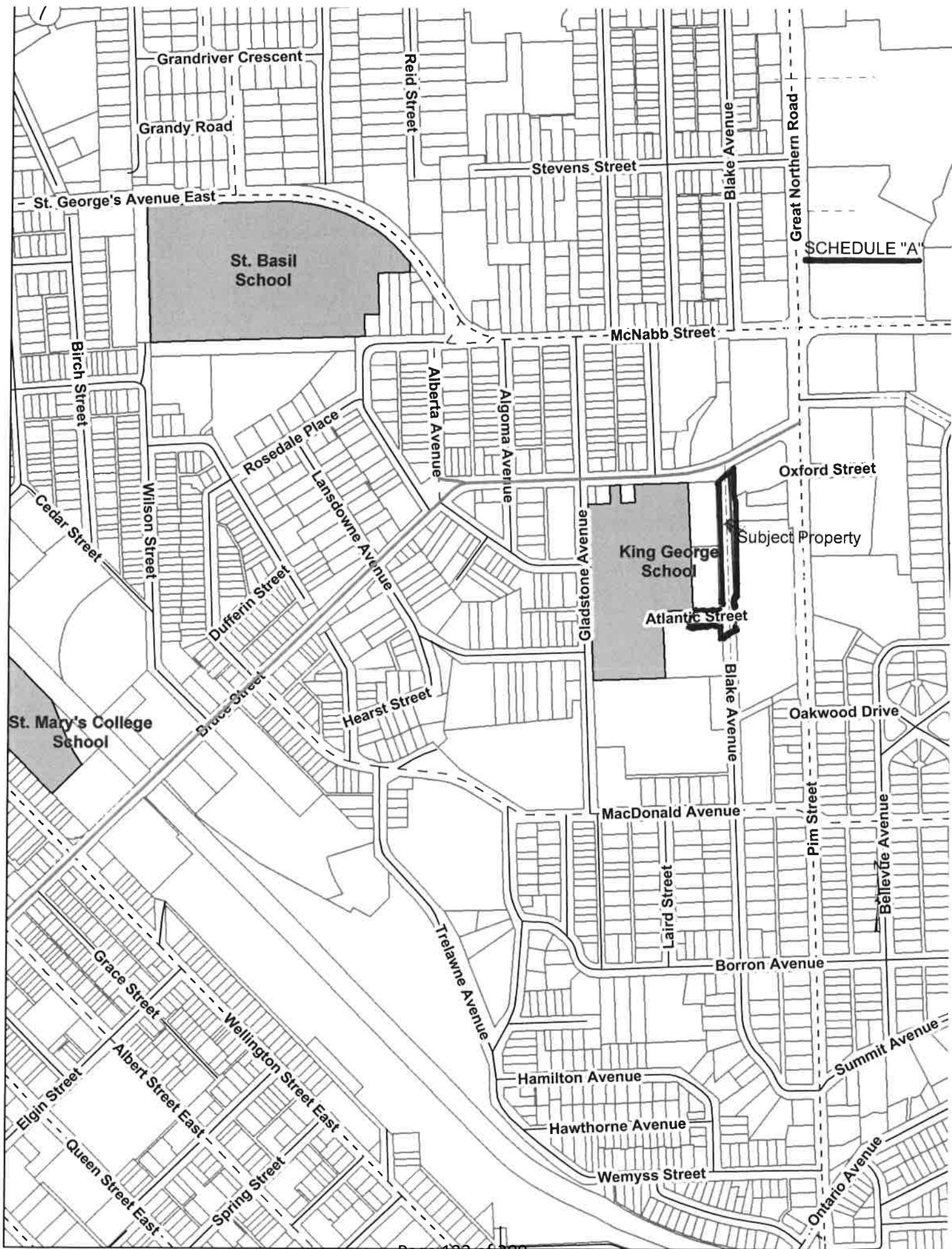
Respectfully submitted,

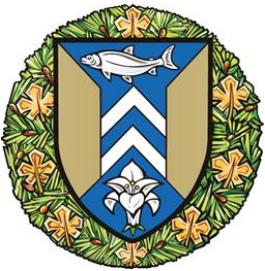


Karen Fields  
City Solicitor  
705.759-5407  
[k.fields@cityssm.on.ca](mailto:k.fields@cityssm.on.ca)

KF/da

LEGAL\STAFF\COUNCIL\REPORTS\2019\STREET ASSUMPTION, CLOSING AND CONVEYANCE PART BLAKE AVENUE AND PART ATLANTIC STREET(PR1.89(5)).DOCX





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

### C O U N C I L   R E P O R T

October 7, 2019

**TO:** **Mayor Christian Provenzano and Members of City Council**  
**AUTHOR:** **Karen Fields, City Solicitor**  
**DEPARTMENT:** **Legal Department**  
**RE:** **Ridesharing**

---

#### **PURPOSE**

The purpose of the report is to provide Council with a Ride Sharing Schedule to amend By-law 2011-161 and present a recommendation for Council's consideration. The report is in response to a Council resolution dated September 26, 2016. The resolution stated:

Resolved that the report of the City Solicitor dated 2016 09 26 concerning Policy Implications of the Ridesharing Services and the Applicability of By-law 2015-72 as an Enforcement Tool be received and Council authorize the formation of a special committee of Council with the mandate of reviewing current regulations on the local taxi-cab and limousine industry, analyzing newly implemented ridesharing regulations, engaging community and industry stakeholders throughout the process, and reporting back to Council on a plan of action.

#### **BACKGROUND**

By-law 2015-72 (referred to in the Resolution) was repealed on February 5, 2018 and replaced with By-law 2018-29 (Taxis) which was a by-law to regulate, licence and govern vehicles used for hire to convey passengers, including brokers, owners, and drivers of taxicabs, limousines, wheelchair accessible vehicles and hotel shuttles. Both of these amending by-laws were to amend By-law 2011-161. It is clear that the By-Law as it now reads would not apply to vehicles for hire such as ridesharing services.

Ridesharing companies provide passengers with a ride service where the drivers use their own vehicles. The connection is established through a rideshare company's smart phone application. The benefit to the passenger is that the cost of the ride can be ascertained in advance of the service, and provides an additional means to assist passengers in allowing more flexible vehicle for hire options.

A specific amendment to the By-law is needed to allow for the unique issues that arise with this industry. As such, the By-law amendment has been drafted for the consideration of Council as Schedule B to the By-law.

## **ANALYSIS**

A number of Municipalities have rideshare companies operating in their communities already. We have reviewed a number of the By-laws for other communities such as Ottawa, Hamilton, Thunder Bay and the City of Greater Sudbury. As well, we have also reviewed the outcome of legal challenges to some of those By-laws. In drafting a proposed amending By-law schedule to include Ride Sharing Services, we have considered the unique insurance provisions that are required here. We also ensured that the licensing fees and obligations are equivalent to other vehicle for hire groups, as well as safety. In speaking with other communities, those that have had a program in place have suggested that there was a need for adjustments as new issues arose. We propose to monitor the By-law over the year and then review the By-law schedule again in one year to see what adjustments need to be made to the program and in working with a rideshare company or companies.

## **FINANCIAL IMPLICATIONS**

Ridesharing companies will be subject to the same licensing fees as taxis, limos, and shuttle buses:

- Drivers - \$40 initial and \$25 renewal
- Vehicles - \$100 initial and \$50 renewal
- Company - \$400 initial and includes 1 vehicle and \$100 renewal

At this point it is difficult to predict the number of licenses related to ridesharing anticipated for 2020.

## **STRATEGIC PLAN / POLICY IMPACT**

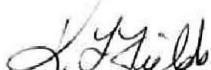
This is an operational matter not articulated in the corporate Strategic Plan

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that By-law 2011-161 be amended to add Schedule "B" with respect to the regulating of Personal Transportation providers. By-law 2019-194, being a by-law to amend By-law 2011-161 (Ridesharing) is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

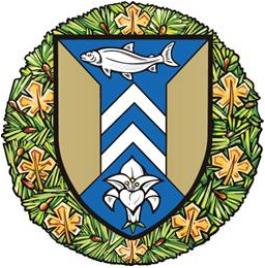


Karen Fields

City Solicitor

705.759.5407

[k.fields@cityssm.on.ca](mailto:k.fields@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

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel  
**DEPARTMENT:** Legal Department  
**RE:** Sale 540 Albert Street East

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#### PURPOSE

The purpose of this report is to recommend to Council that:

- (a) The property described as PIN 31542-0155 (LT), being civic 540 Albert Street East, Sault Ste. Marie (“Building”) be declared as surplus and offered for sale by the City in accordance with the City’s policy for the disposition of land; and
  
- (b) The property described as PIN 31542-0168 (LT), being civic 139 Brock Street East, Sault Ste. Marie (“Parking Lot”) be leased to the District of Sault Ste. Marie Social Services Administration Board (“DSSMSSAB”).

#### ATTACHMENT

Attached as Schedule “A” is a PIN Map, where the lands comprising the Building are denoted by shading. Attached as Schedule “B” is a PIN Map, where the lands comprising the Parking Lot are denoted by shading. The lands comprising the Building and the Parking Lot are collectively referred to herein as the “Subject Property”.

#### BACKGROUND

The City’s Chief Administrative Officer received a request from Mike Nadeau, Chief Administrative Officer of the DSSMSSAB to ascertain if the Subject Property could be declared surplus and offered to the DSSMSSAB for purchase and lease. The request was considered by various City Departments who are favourable to the disposition of the lands comprising the Building. As part of this transaction, if so approved by Council, it is recommended that the lands comprising the Parking Lot be retained by the City and the City enter into a lease with the DSSMSSAB for the Parking Lot lands for a nominal amount.

## **ANALYSIS**

The City acquired the Subject Property on July 16, 1999 for the sum of Nine Hundred and Five Thousand (\$905,000.00) Dollars plus \$1 Million on renovations immediately subsequent to the purchase. The lands comprising the Building are currently assessed at Two Million, Three Hundred and Forty-Four Thousand (\$2,344,000.00) Dollars, broken down as follows:

|                            |                       |
|----------------------------|-----------------------|
| Commercial – PIL – General | \$ 497,925.00         |
| <u>Exempt</u>              | <u>\$1,846,075.00</u> |
| Total Assessment           | \$2,344,000.00        |

The lands comprising the Parking Lot are currently assessed at One Hundred and Eleven Thousand, Seven Hundred and Fifty (\$111,750.00) Dollars.

Currently, the Building has two long-term lease arrangements as follows:

### ***(a) Lease between the City and the DSSMSSAB***

The City and DSSMSSAB entered into a Lease in September 2016 for a portion of lands comprising the Building. The Term is five years, commencing September 25, 2016 and ending on September 30, 2021, with an option to extend by mutual agreement of the parties. DSSMSSAB pays the City annual rent in the sum of \$390,000 plus HST for the first two years of the initial term, and thereafter rent is subject to annual increases based on a three year rolling average of CPI Ontario on all items. Finance has confirmed that in 2019, the City shall receive Three Hundred and Ninety-Seven Thousand, Twenty (\$397,020.00) Dollars. The \$397,020 is an expense to the DSSMSSAB which is levied to the member municipalities. The City's share of the DSSMSSAB levy is approximately 88% (\$349,380).

Under this Lease, the City as Landlord has many obligations to maintain the Property and provide various services including maintenance of the structure, all glass, utility systems, heating and air conditioning, elevators, washrooms, exterior and common areas, building security, janitorial services, snow removal services and the establishment of a workable life safety emergency evacuation program.

***(b) Lease between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Relations (“MGCS”)***

The lease between the City and MGCS has been in place since July 16, 1999. Council approved an Extension Agreement related to this original lease at the Council Meeting held July 15, 2019. The Extension Term is for a period of five years, commencing July 16, 2019 and expiring on July 15, 2024, with an option for the MGCS to again extend the lease for one further period of five years. MGCS shall pay the City an annual rent of One Hundred and Eighteen Thousand, Nine Hundred and Eighty-Three Dollars (\$118,983.84) and Eighty-Four Cents per year during the Extension Term. Under this Lease, the City has similar maintenance obligations.

Public Works & Engineering Services (PWES) has carriage of the maintenance responsibilities for the Building. The City's Asset Management Plan reflects capital costs over the next three years of approximately \$568,000. Given the ongoing costs for maintenance and repair pursuant to the above two Lease Agreements PWES supports the sale.

City Staff however do not recommend the sale of the lands comprising the Parking Lot. These lands are valuable and Staff recommend a lease be entered into with the DSSMSSAB for use of these lands for parking and in return, requiring DSSMSSAB to be responsible for all maintenance and repairs of the Parking Lot. Under such circumstances, it is recommended that the lease be for a nominal amount (i.e. \$1.00 per year).

Given the information set out herein, City Staff recommend that Council declare the lands comprising the Building as surplus to the needs of the City. Thereafter the Building Lands would be advertised once in the Sault Star and also appear on the City's web page with the notation that it will be sold to the DSSMSSAB.

**FINANCIAL IMPLICATIONS**

The City's share of the DSSAB building costs should remain relatively stable thus resulting in no levy impact.

There net rental revenue received from DSSAB (after operating expenses) of approximately \$170,000 annually will no longer be available to fund the Facility Maintenance Reserve. As well, \$118,984 of rental revenue received from MGCS will be foregone. It is anticipated that the reduction in the future capital requirements

Sale 540 Albert Street East

2019 10 07

Page 4.

(\$568,000 in next 3 years alone) will offset the revenue decrease. The net proceeds from the sale would be applied to the Property Purchase Reserve Fund.

**STRATEGIC PLAN / POLICY IMPACT**

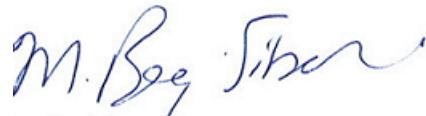
Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

- (a) Authorize that the City owned property described as PIN 31542-0155 (LT), being civic 540 Albert Street East ("Building lands") be declared surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's policy for the disposition of land to the District of Sault Ste. Marie Social Services Administration Board. By-law 2019-184 authorizing same appears elsewhere on the Agenda and is recommended for approval.; and
- (b) Authorize the Legal Department to enter into negotiations with the District of Sault Ste. Marie Social Services Administration Board for the sale of the Building lands referred to in (a) on the basis that a lease of the Parking Lot lands described as PIN 31542-0168 (LT), being civic 139 Brock Street East, Sault Ste. Marie would also be entered into between the City and the District of Sault Ste. Marie Social Services Administration Board for the nominal amount of \$1.00 per year.

Respectfully Submitted,

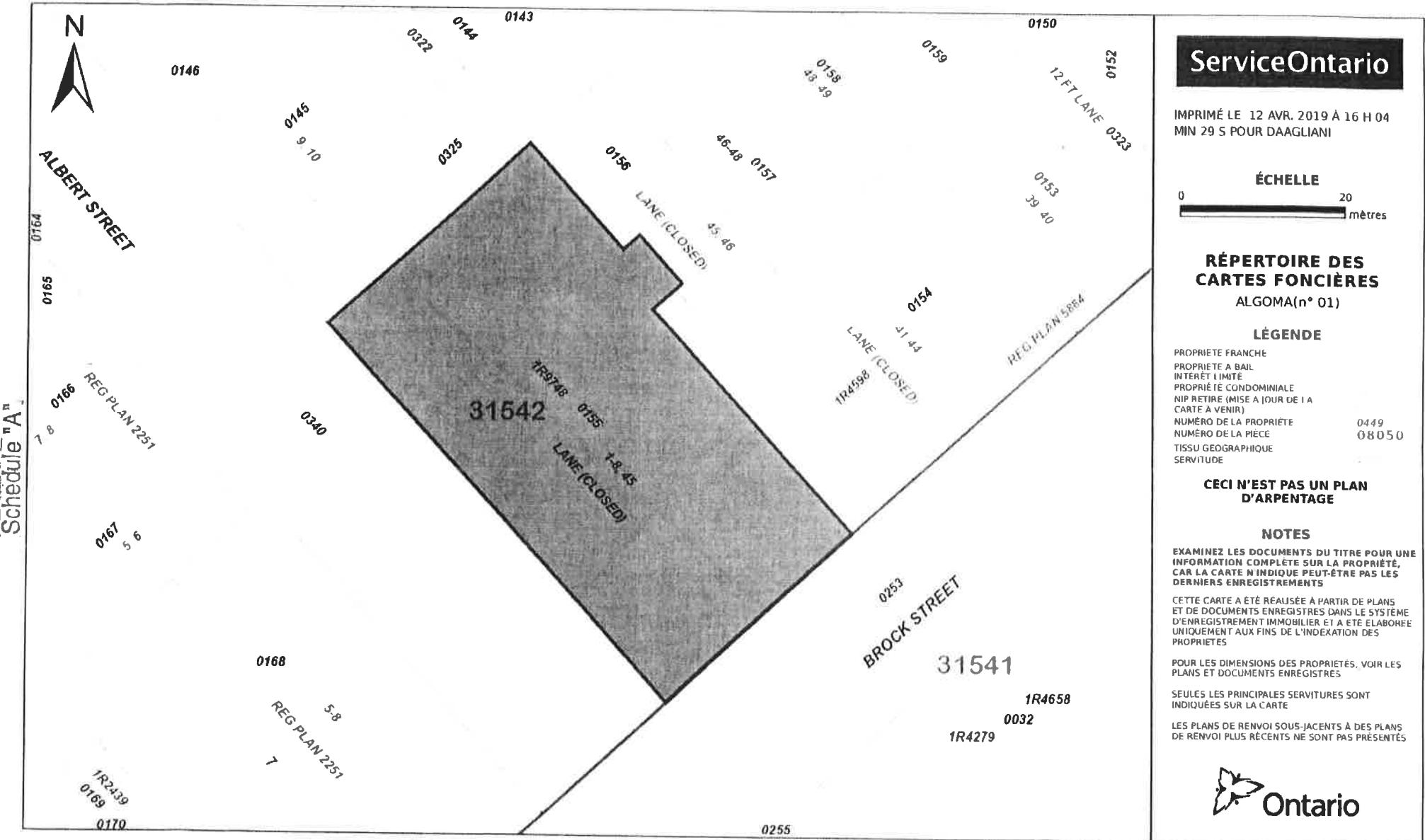


Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation  
Counsel

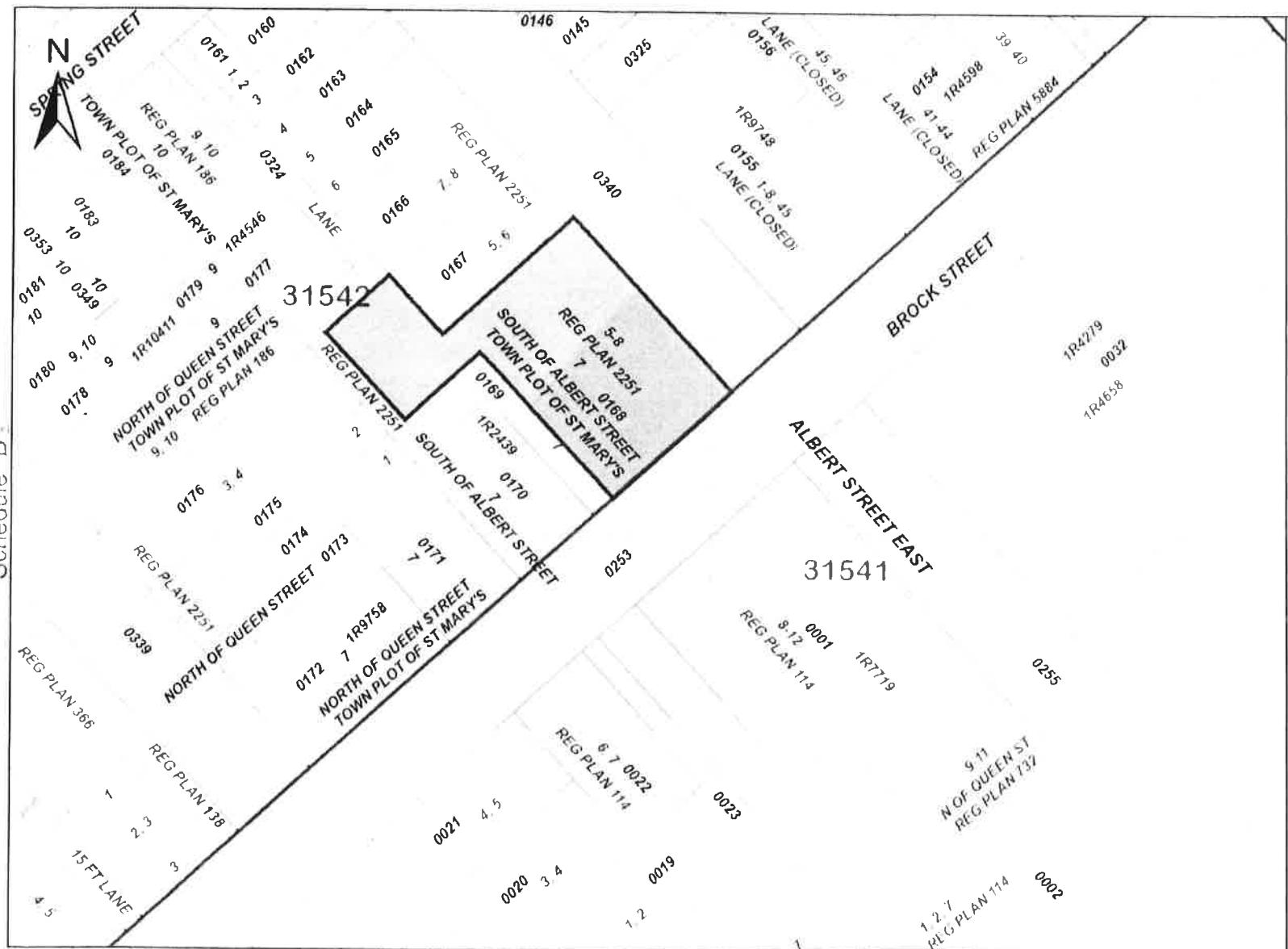
705.759.5403

[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

MBS/da  
Enclosures



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ServiceOntario

PRINTED ON 27 JUN, 2019 AT 11:18:53  
FOR LILIANA01

## SCALE

30 meters

**PROPERTY INDEX MAP**  
ALGOMA(No. 01)

## LEGEND

**FREEHOLD PROPERTY  
LEASEHOLD PROPERTY  
LIMITED INTEREST PROPERTY  
CONDOMINIUM PROPERTY  
RE-TIRED PIN (MAP UPDATE PENDING)**  
**PROPERTY NUMBER** 0449  
**BLOCK NUMBER** 08050  
**GEOGRAPHIC TABCRC**  
**EASEMENT**

**THIS IS NOT A PLAN OF SURVEY**

## NOTES

**REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS**

THIS MAP WAS COMPILED FROM PLANS AND  
DOCUMENTS RECORDED IN THE LAND  
REGISTRATION SYSTEM AND HAS BEEN PREPARED  
FOR PROPERTY INDEXING PURPOSES ONLY

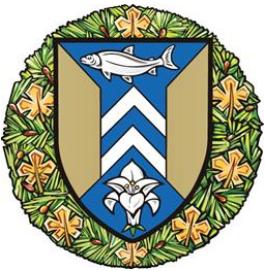
FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE  
RECORDED PLANS AND DOCUMENTS

REFERENCES AND BIBLIOGRAPHY

REFERENCE PLANS ARE NOT ILLUSTRATED

REFERENCE PLANS UNDERLYING MORE RECENT  
REFERENCE PLANS ARE NOT ILLUSTRATED

 Ontario



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

### C O U N C I L   R E P O R T

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Susan Hamilton Beach, P. Eng., Director of Public Works  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Waste Management – Cart Inventory

---

#### **PURPOSE**

The purpose of this report is to seek Council approval for the purchase of waste carts for surplus inventory as well as the storage containers to house them.

#### **BACKGROUND**

Public Works launched the automated collection program as of July 3, 2019. The carts included in the original contract were for the value of properties as best provided by MPAC. Through the course of distribution, it was realized that more of the 95 gallon carts were required as well as inventory of the 65 gallon carts to address any ongoing growth of the community and service requests. It is anticipated that this inventory will be adequate to address the City's needs for a number of years, potentially the 10 year term of the collection contract.

#### **ANALYSIS**

In order to have an adequate inventory 762 (65 gallon) carts and 647 (95 gallon) carts are required. This inventory of carts represents less than 5% of the original number purchased. Storage containers for these carts will also be required to be housed at the landfill.

#### **FINANCIAL IMPLICATIONS**

The carts are approximately \$98,500 including non-refundable HST and the storage containers are estimated at \$25,000 to be funded by the Landfill Reserve.

#### **STRATEGIC PLAN / POLICY IMPACT**

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

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

"Resolved that the report of the Director dated 2019 10 07 be received and that the approval to purchase inventory carts and storage containers with funding from the Landfill Reserve (total cost \$123,500) be approved."

Waste Management – Cart Inventory

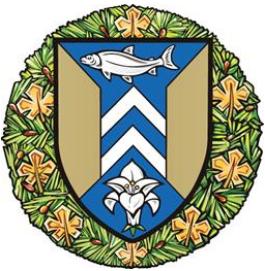
2019 10 07

Page 2.

Respectfully submitted,

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

Susan Hamilton Beach, P. Eng.  
Director of Public Works  
705.759.5207  
[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Karen Fields, City Solicitor  
**DEPARTMENT:** Legal Department  
**RE:** Surplus Property Abutting 415 Pim Street – Sault North Holdings Ltd. (operating as Great Lakes Honda)

---

#### PURPOSE

The purpose of this report is to recommend to Council that the property described as PIN 31546-0029 Lot 1 Block 7 Plan 285 being Parts 14 and 15 1R13599 and PIN 31546-0030 Part Lot 13 and 14 Block 8 Plan 285 being Parts 18 and 19 1R13599 be declared as surplus and sold to Sault North Holdings Ltd. (operating as Great Lakes Honda) in accordance with the City's policy for the disposition of land.

#### ATTACHMENT

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

#### BACKGROUND

By-law 2018-188 which authorized the execution of an Agreement between the City and Sault North Holdings Ltd. o/a Great Lakes Honda was passed on April 15, 2019. In the Agreement the City agreed to transfer a portion of the City owned property abutting 415 Pim Street as described above. An easement for drainage will be retained by the City over parts 14 and 18.

#### ANALYSIS

If Council declares the Subject Property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page.

#### FINANCIAL IMPLICATIONS

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. The current use of the property is exempt from property taxation. Upon sale of the property it may be assessable depending upon its ultimate use.

Surplus Property Abutting 415 Pim Street – Sault North Holdings Ltd. (o/a Great Lakes Honda  
2019 10 07  
Page 2.

**STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as PIN 31546-0029 Lot 1 Block 7 Plan 285 being Parts 14 and 15 1R13599 and PIN 31546-0030 Part Lot 13 and 14 Block 8 Plan 285 being Parts 18 and 19 1R13599 be declared as surplus to the city's needs and to authorize the disposition of the said property to Sault North Holdings Ltd. operating as Great Lakes Honda in accordance with the City's policy for the disposition of land.

By-law 2019-199 authorizing same appears elsewhere on the Agenda and is recommended for approval.

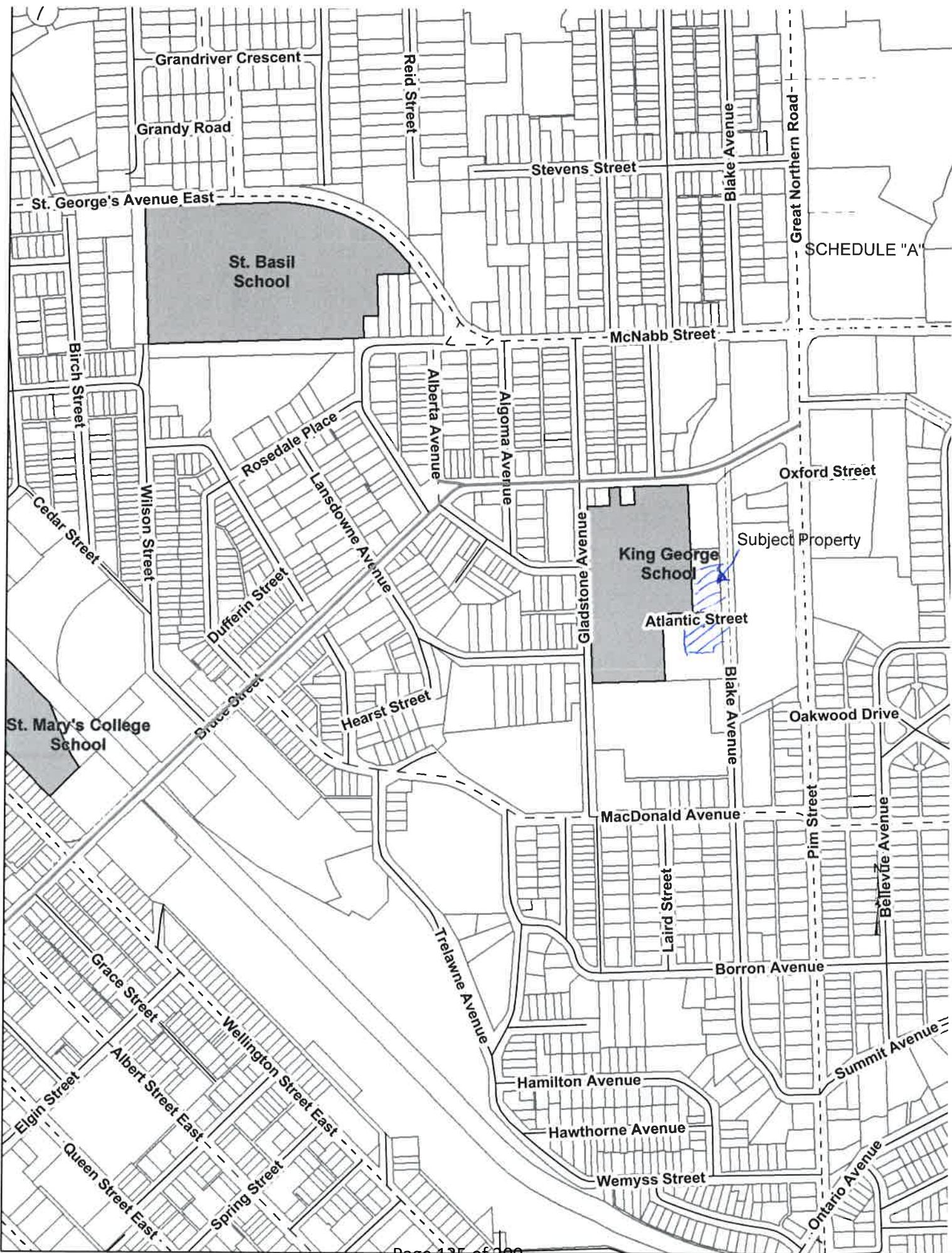
Respectfully submitted,

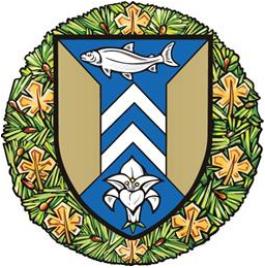


Karen Fields  
City Solicitor

705.759.5407  
[k.fields@cityssm.on.ca](mailto:k.fields@cityssm.on.ca)

KF/da  
Enclosure





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

### C O U N C I L   R E P O R T

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel  
**DEPARTMENT:** Legal Department  
**RE:** Property Declared Surplus – City Owned Property Abutting 1 McGregor Avenue

---

#### PURPOSE

The purpose of this report is to recommend to Council that a portion of City property be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

#### ATTACHMENT

Attached as Schedule "A" is a map showing the Subject Property and denoting the lands sought to be declared surplus ("Surplus Lands")

#### BACKGROUND

The Legal Department received a request from Bronco Tomasic, on behalf of his daughter and son-in law, specifically Meeka Tomasic and Michael Bruni ("Interested Purchasers") who own the abutting property at 1 McGregor, to ascertain if the Subject Property could be declared surplus. The Interested Purchasers are interested in the lands to enlarge their property to facilitate landscaping as otherwise, they would be required to build a retaining wall close to the City property. The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority ("SSMRCA") for comment.

The Building Department had no comments or objections. The Planning Department had no objections however noted that the City has a sanitary and storm sewer with outlet to the river on the Subject Property which needs to be maintained. The SSMRCA advised that the Subject Property was under the jurisdiction of SSMRCA and any development

requires a permit. Public Works and Engineering did not support the sale as the City uses the gravel portion at the end of the asphalt on the Subject Property for snow storage. It was indicated that their position could be re-examined if a potential purchaser was able to accommodate the City to allow this use as well as allow the area to be used to address drainage concerns.

Mr. Tomasic again on behalf of the Interested Purchasers met on site with relevant City Staff to review the area. It was determined that the portion of the Subject Property marked Surplus Lands could be sold to the Interested Purchasers. The Secretary-Treasurer of the City's Committee of Adjustment noted that given the *Planning Act* provisions, the Surplus Property could not automatically merge with 1 McGregor given the previous consent process that created 1 McGregor. To remedy this, it was proposed that the Interested Purchasers provide the City with a 1 foot by 1 foot piece of land, thereby undoing the consent so created, rather than require the Interested Purchasers to file a Severance Application. The Interested Purchasers are agreeable to same.

Close examination by Legal and prior negotiation of this sale confirms that it is in the City's best interest to convey the surplus property to the Interested Purchasers. The Interested Purchasers would be responsible for all costs related to the transfers, including the Reference Plan.

## **ANALYSIS**

If Council declares the Subject Property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page.

## **FINANCIAL IMPLICATIONS**

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

## **STRATEGIC PLAN / POLICY IMPACT**

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

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

- a) authorize a portion of the City owned property as identified by the City's Engineering Department, described as a portion of PIN 31539-0019 PCL 153 Sec AWS; Pt Water Lt in front of Lt 11 Con 1 St. Mary's as in A1488 Except LT23601; Sault Ste. Marie as surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land.

Property Declared Surplus – City Owned Property Abutting 1 McGregor Avenue

2019 10 07

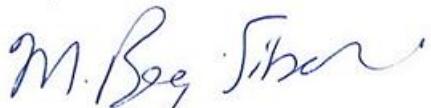
Page 3.

By-law 2019-197 authorizing same appears elsewhere on the Agenda and is recommended for approval; and

- b) authorize the acquisition of a one foot by one foot reserve of the lands comprising 1 McGregor Avenue, from Meeka Tomasic and Michael Bruni.

By-law 2019-198 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



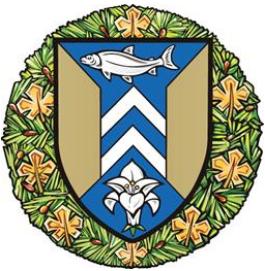
Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel

MBS/tj  
Enclosure

Map9\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2019\\OPEN Sale of Property Abutting 1 McGregor Avenue.docx

Schedule "A"





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

### COUNCIL REPORT

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Peter Niro, Director of Human Resources  
**DEPARTMENT:** Corporate Services  
**RE:** Tripartite Agreement – Paramedics Transfer to DSSMSSAB

---

#### PURPOSE

This report is in preparation for City Council to approve the required execution by-law for the labour relations terms and conditions as they relate to the City of Sault Ste. Marie Paramedic Services transition from the Corporation of the City of Sault Ste. Marie to the DSSMSSAB.

#### BACKGROUND

Earlier this year, the DSSMSSAB provided notice of termination of service contracts for the delivery of Paramedic Services (Land Ambulance). The parties met regularly over the past four (4) months and developed a Tripartite Agreement governing the labour relations implications of the transition.

#### ANALYSIS

Potential impacts were thoroughly reviewed by a multi-party transition team. Smaller working groups undertook specific matters to ensure a smooth transition from one employer (The City) to another (DSSMSSAB). Issues involving Labour Relations were examined regularly to uphold the commitment to continued employment as required under the Section 69 of the *Ontario Labour Relations Act, 1995*.

#### FINANCIAL IMPLICATIONS

It is difficult to quantify what financial impact will result from the transition of Paramedic Services. It is City Council's expectation that there will not be any additional costs to the City.

#### STRATEGIC PLAN / POLICY IMPACT

This is not an item directly linked to the Strategic Plan.

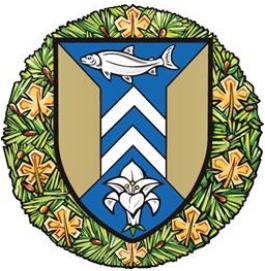
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Approve By-law 2019-193 giving effect to the Transition Agreement between the Corporation of the City of Sault Ste. Marie, the DSSMSSAB and UNIFOR Local 1359. The relevant By-law 2019-193 is listed elsewhere on the Agenda.

Respectfully submitted,

Peter Niro  
Director of Human Resources  
705.759.5366  
[p.niro@cityssm.on.ca](mailto:p.niro@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

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Steve Turco, RPP, Senior Planner  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** A-11-19-Z 412 Second Line West and 236 Prentice Avenue –  
Pasquale Lento - Postponement Request

---

#### PURPOSE

The Applicant is seeking to rezone the subject properties to permit the construction of a 6-unit, single-storey townhouse building.

#### BACKGROUND

The Applicant, Pasquale Lento, is requesting to rezone the subject properties from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), to permit a Multiple Attached Dwelling.

#### Subject Properties

- Location: 412 Second Line West and 236 Prentice Avenue
- Lot Dimension: L-shaped lot with approximately 23.5 metres of frontage along Second Line West and 28 metres of frontage along Prentice Avenue
- Lot Size/Total Area: 2,751 m<sup>2</sup> (0.68 acres)
- Present Use: vacant
- Owner: Pasquale Lento
- Site Plan Control (SPC): following approval of this application, properties will be subject to SPC

#### ANALYSIS

This application was first heard by City Council at its July 15<sup>th</sup>, 2019 meeting. At that time, staff's recommendation included as a condition of approval, that the 6-unit townhouse development be divided into two – 3-unit buildings. The application was then postponed to the August 12<sup>th</sup> meeting, to allow further discussions between the applicant and Planning staff.

The matter was brought back to Council on August 12<sup>th</sup>, 2019. At the meeting, family members of the applicant spoke, and requested a postponement in order for the applicant to further review the possibility of two buildings, and to conduct a cost analysis of this approach.

2019 09 09

Page 2.

The application was again postponed to the September 9<sup>th</sup>, 2019 meeting. In discussions with the applicant, alternative designs and associated costs are still being investigated. It is recommended that this application be postponed indefinitely until the applicant submits a finalized proposal to Planning staff.

Should the proposal significantly change from the original, new notice of the application will be required. As well, it will be recommended that an additional neighbourhood open house be hosted for residents to view the proposed changes.

#### **FINANCIAL IMPLICATIONS**

The recommendations in this report have no direct impact on municipal finances.

#### **STRATEGIC PLAN / POLICY IMPACT**

The recommendations in this report are not directly linked to any of the goals or priorities of the Corporate Strategic Plan.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2019 07 10, concerning application A-11-19-Z be received, and that the application be postponed indefinitely until the applicant submits a finalized proposal to Planning staff.

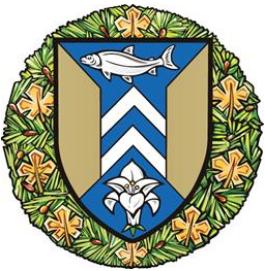
Respectfully submitted,



Steve Turco, RPP

Senior Planner

705.759.5279



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

### COUNCIL REPORT

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Jonathan Kircal, Planner  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** A-17-19-Z 1274 and 1276 Queen Street East (Prenzel)

---

#### PURPOSE

The applicants wish to rezone the subject properties to permit the existing triplexes.

#### PROPOSED CHANGE

The applicants, Harald and Sonja Prenzel, are requesting to rezone the subject properties from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with a special exception to permit a triplex upon both 1274 and 1276 Queen Street East.

#### Subject Properties

- Location: located on the north side of Queen Street East, approximately 80 metres east of Churchill Boulevard and having civic numbers 1274 and 1276 Queen Street East.
- Approximate lot dimensions:
  - 1274 Queen St. E: 15.24m of frontage along Queen and a depth of 45.72m.
  - 1276 Queen St. E: 13.72m of frontage along Queen and a depth of 45.72m.
- Approximate lot sizes:
  - 1274 Queen St. E: 688m<sup>2</sup>.
  - 1276 Queen St. E: 648m<sup>2</sup>.
- Present use: illegal triplex buildings.
- Owners: Harald and Sonja Prenzel.

#### BACKGROUND

The two residential structures were originally constructed in the early 60's as duplexes, but were later converted to triplexes, without proper zoning and building approvals.

A recent review by City staff identified the two residential structures as triplexes without the proper zoning. Having become aware of this discrepancy, the applicants wish to resolve the oversight that has carried over from past owners.

## ANALYSIS

### The Official Plan (OP)

The subject properties are designated “Residential” on Land Use Schedule “C” of the Official Plan. Directing residential development within the built-up urban environment is an underlining theme of the Residential policies, and is promoted through infill, intensification, and diversifying the housing stock.

Applicable residential policies are outlined as follows:

R.1 – *a mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.*

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 intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.*

This report will demonstrate that the proposal is in conformity with these Official Plan policies.

### Zoning

The subject properties are zoned Single-Detached Residential Zone (R2). The intent and purpose of this zone is to accommodate single-detached dwelling units and to maintain the present character of the existing neighbourhoods. The table below demonstrates the approximate setbacks of the triplexes, the by-law deficiencies, and the driveway locations for both properties.

|                        | 1274 Queen (west parcel)  | 1276 Queen (east parcel)                                 |
|------------------------|---|--|
| West side yard setback | Complies with by-law.<br>Used as driveway.                                      | 2.75m ( <b>deficient</b> by 0.25m).<br>Used as driveway. |
| East side yard setback | 1.3m ( <b>deficient</b> by 0.5m).<br>Partially used as driveway for 1276 Queen. | 1.2m ( <b>deficient</b> by 0.6m).                        |

The western side yard for 1276 Queen Street is deficient by 0.25m and is utilized as a driveway to the rear yard parking area. Although quite narrow, it has functioned as such since the late 60s. Given this long standing existing situation, Planning staff is of the opinion that the existing driveway width is appropriate in this instance.

Variances that will be required upon approval of this application are discussed in the Comments section of this report.

Each property provides 4 parking spaces, in accordance with the parking requirement of 1.25 spaces/dwelling unit.

**Provincial Policy Statement (PPS)**

The PPS provides policy direction on matters of provincial interest related to land use planning. The Planning Act requires City Council's decision to be consistent with the PPS.

This proposal is an example of intensification and efficient development that will contribute to the range and mix of housing types and densities in the community. More efficient provisions of public services and infrastructure are also associated with compact building forms. Therefore, the following policies of the PPS apply to this application:

*1.1.1 Healthy, liveable and safe communities are sustained by:*

- b) accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;*
- e) promoting cost-effective development patterns and standards to minimize land consumption and servicing costs;*

*1.1.3.1 Settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.*

*Land use patterns within settlement areas shall be based on:*

*a) densities and a mix of land uses which:*

- 1. efficiently use land and resources;*
- 2. are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;*
- 4. support active transportation;*
- 5. are transit-supportive, where transit is planned, exists or may be developed.*

*1.1.3.3 Planning authorities shall identify appropriate locations and promote opportunities for intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs.*

### **Growth Plan for Northern Ontario (GPNO)**

The GPNO provides a framework for managing growth in Northern Ontario. The Planning Act requires City Council's decision to conform, or not conflict, with the Growth Plan. This proposal does not conflict with any of the Plan's policies.

### **Comments**

This application seeks to rezone two adjacent parcels of land to legalize the two triplexes, each on their own lot.

The massing of the buildings, their setbacks from the street and the grass landscaping of the front yard are within the character of the neighbourhood. While the neighbourhood is predominantly single-detached, based upon City records, a number of properties have self contained second units. Immediately abutting the east lot line of the subject property are townhouses. The proposal is compatible with the uses found in the neighbourhood.

Side yard and frontage variances are required. Narrow side yards are a characteristic of the neighbourhood and will not produce negative land use impacts.

The rear of 1274 Queen Street East is paved and used for parking. Adequate space exists to accommodate snow storage without compromising required parking. The rear yard for 1276 Queen Street East is of similar composition; however, the back half of the rear yard is landscaped and used as snow storage during winter months.

Although buffering is not required, a fence exists along the east lot line of 1276 Queen Street East. There is also a significant vegetated buffer along the west lot line of 1274 Queen Street East.

This application represents a form of intensification that will further diversify the housing stock. The subject properties front onto Queen Street East, which is an urban arterial road with cycle lanes and public transit. Amenities such as Bellevue Park, John Rhodes Community Centre, Churchill Plaza, and the John Rowswell Hub Trail are within walking distance. Circulated departments and agencies raised no concerns regarding physical constraints or infrastructure capacity. Planning staff would also like to note that Building Division files indicate that no neighbourhood complaints have been made in relation to these properties. Official Plan policies of "growing from within" are well demonstrated. It is anticipated that the new Official Plan will continue to, and more aggressively, promote intensification in areas within proximity to such amenities.

### **Consultation**

#### Circulated Agencies

As part of the application process, the following departments/agencies reviewed the application: Engineering Services, Building Division, Legal, Community Development and

Enterprise Services, Economic Development Corporation, Fire Services, PUC Services, Municipal Heritage Committee, Accessibility Advisory Committee, Public Works, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs and Housing, and Ontario Power Generation Inc.

Building Division and Fire Services commented on this application (see brief summarization below). Their submissions are also attached at the end of this report.

- Building Division: Ontario Building Code compliance for the third dwelling units is required and appropriate building permits must be obtained. This will require the applicant to hire a qualified professional.
- Fire Services: the subject properties have never been inspected for Ontario Fire Code (OFC) compliance and may be subject to application of the OFC under Part 9, Retrofit – Section 9.5 (Triplex).

#### Public Comments and Neighbourhood Meeting

The applicant held a neighbourhood meeting on September 24, 2019 at the Civic Centre. The applicant mailed notice of meeting to all property owners within 120 metres of the subject property. No one attended the meeting.

At the time of writing this report, Planning staff received no comments from the public.

#### **FINANCIAL IMPLICATIONS**

Approval of this application will not impact municipal finances.

#### **STRATEGIC PLAN / POLICY IMPACT**

Approval of this application is not directly linked to any strategic directions contained within the Corporate Strategic Plan.

#### **SUMMARY**

The applicants, Harald and Sonja Prenzel, are requesting to rezone the subject properties from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with a special exception to permit a triplex upon both 1274 and 1276 Queen Street East.

This application complies with the Official Plan and Provincial Policies on the basis of directing growth within the urban area and diversifying the housing stock. The proposal is compatible with the neighbourhood character. Variances are required for the frontage and side yards. Planning staff are also recommending that the side yards between the triplexes be kept unobstructed to maintain passage between the public street and the rear parking facilities of 1276 Queen Street East.

No objections were made during the neighbourhood meeting.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 2019 10 07 concerning rezoning application A-17-19-Z be received, and that City Council approve the application and rezone the subject properties from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with a special exception to permit a triplex to locate on 1274 Queen Street East and another Triplex to locate on 1276 Queen Street East, in addition to the uses currently permitted, subject to the following provisions:

1. 1274 Queen Street East
  - a. The required east side yard be reduced from 1.8 to 1.3 metres.
2. 1276 Queen Street East
  - a. The required frontage be reduced from 15 to 13.5 metres.
  - b. The required west side yard be reduced from 3 to 2.75 metres
  - c. The required east side yard be reduced from 1.8 to 1.2 metres.

Respectfully submitted,



Jonathan Kircal

Planner

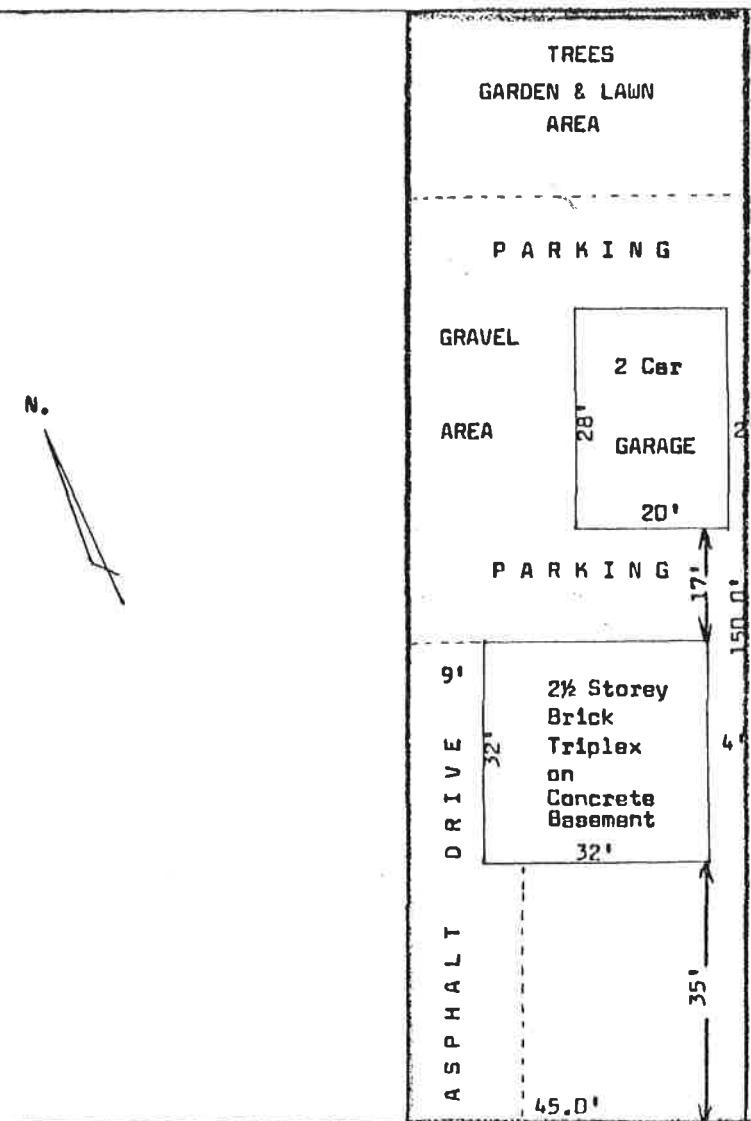
705.759.6227

[j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)

1276

SONJA PRENZEL

PLOT PLAN



QUEEN STREET EAST

1276 Queen St. E.,  
Pt. Churchill Blvd. (closed)  
Plan 44829, 45' x 150'  
Victory Subd.

1" = 20'

Plan Showing West 50' of East 95'

of South 150' of Closed Portion of Churchill Boulevard

VICTORY SUBDIVISION

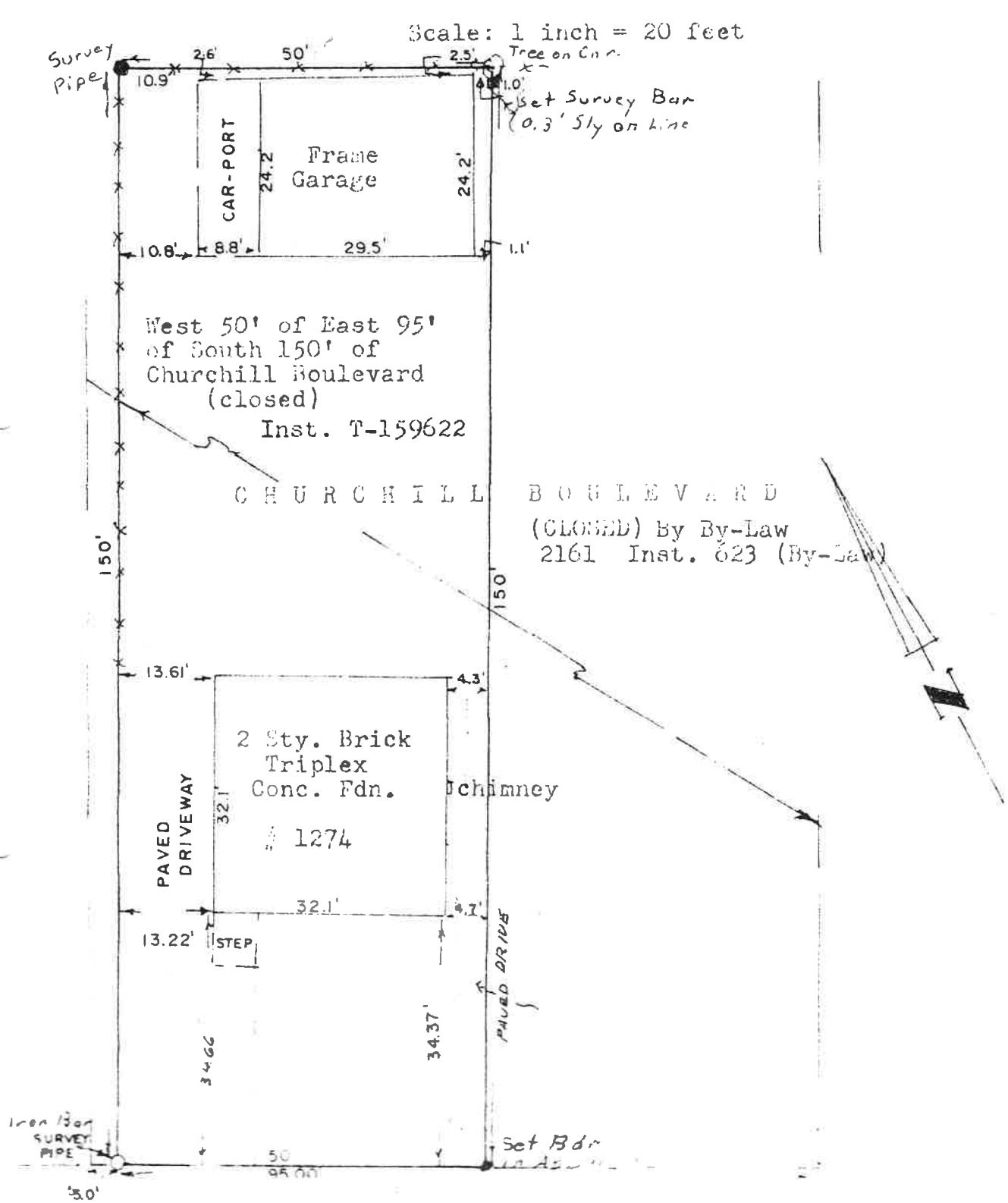
Registered Plan 44629

HIRSHOLD + SON JR

City of Sault Ste. Marie

PRAENZIEC

District of Algoma



THIS PLAN IS PREPARED FOR  
COTTAGE PURPOSES ONLY

-x-- denotes fence

I hereby certify that I have examined  
the West 50' of the East 95' of the  
South 150' of Churchill Boulevard,  
Victory Subdivision and that I found  
the buildings to be located thereon  
as shown hereon.

October 25, 1976

Sault Ste. Marie, Ontario

NOTE

Survey Monumented JUNE 26/81

William E. Bolan

William E. Bolan

Ontario Land Surveyor

## **Stephanie Perri**

---

**From:** Francois Couture  
**Sent:** Thursday, September 19, 2019 1:58 PM  
**To:** Stephanie Perri  
**Cc:** Freddie Pozzebon  
**Subject:** FW: Request for Comment - A-17-19-Z  
**Attachments:** A-17-19-Z 1274 1276 Queen Street East - Circulation.pdf

Hello Stephanie,

A review of our records respecting 1274 and 1276 Queen Street East indicate that no building approvals were given for the third apartment. Permits will be required to be obtained from our office as noted in a non-compliance report sent to Harold Otto and Sonja Ruth Prenzel on 2019/07/24 by Peter Schell (Building Inspector). If you require further information please feel free to contact me.

Sincerely,

Francois.

---

**From:** Freddie Pozzebon  
**Sent:** Thursday, September 19, 2019 1:39 PM  
**To:** Francois Couture <[f.couture@cityssm.on.ca](mailto:f.couture@cityssm.on.ca)>  
**Subject:** FW: Request for Comment - A-17-19-Z and A-18-19-Z

**From:** Freddie Pozzebon  
**Sent:** Tuesday, September 17, 2019 11:42 AM  
**To:** Francois Couture <[f.couture@cityssm.on.ca](mailto:f.couture@cityssm.on.ca)>  
**Subject:** FW: Request for Comment - A-17-19-Z and A-18-19-Z

**From:** Stephanie Perri  
**Sent:** Friday, September 6, 2019 10:50 AM  
**To:** Karen Fields <[k.fields@cityssm.on.ca](mailto:k.fields@cityssm.on.ca)>; Maggie McAuley <[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)>; Susan Hamilton Beach <[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)>; Freddie Pozzebon <[f.pozzebon@cityssm.on.ca](mailto:f.pozzebon@cityssm.on.ca)>; Tom Vair <[t.vair@cityssm.on.ca](mailto:t.vair@cityssm.on.ca)>; Rob Harten <[rob.harten@ssmpuc.com](mailto:rob.harten@ssmpuc.com)>; Dan Hollingsworth <[d.hollingsworth@ssmedc.ca](mailto:d.hollingsworth@ssmedc.ca)>; Paul Milosevich <[p.milosevich@cityssm.on.ca](mailto:p.milosevich@cityssm.on.ca)>; SSMRCA <[nature@ssmrca.ca](mailto:nature@ssmrca.ca)>; Nancie Scott <[n.scott@cityssm.on.ca](mailto:n.scott@cityssm.on.ca)>; Virginia McLeod <[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)>; Diane Morrell <[diane.morrell@sciontario.org](mailto:diane.morrell@sciontario.org)>  
**Cc:** Benita Brogno <[b.brogno@cityssm.on.ca](mailto:b.brogno@cityssm.on.ca)>; 'eng dept' <[eng-dept@ssmpuc.com](mailto:eng-dept@ssmpuc.com)>; Kathy Swinn <[k.swinn@cityssm.on.ca](mailto:k.swinn@cityssm.on.ca)>; Francois Couture <[f.couture@cityssm.on.ca](mailto:f.couture@cityssm.on.ca)>; Orsalina Naccarato <[o.naccarato@cityssm.on.ca](mailto:o.naccarato@cityssm.on.ca)>; Peter Tonazzo <[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)>  
**Subject:** Request for Comment - A-17-19-Z and A-18-19-Z

Good morning,

I have attached the following Applications for your review and comments:

- A-17-19-Z 1274 and 1276 Queen Street East (Prenzel); and

## **Stephanie Perri**

---

**From:** Paul Milosevich  
**Sent:** Thursday, September 19, 2019 2:05 PM  
**To:** Stephanie Perri  
**Cc:** Francois Couture  
**Subject:** RE: Request for Comment - A-17-19-Z and A-18-19-Z

Good Afternoon Stephanie,

With respect to the above noted applications.

- Fire Services has no comments concerning application, A-18-19-Z, 90 Chapple St.
- With respect to application, A-17-19-Z, 1274 & 1276 Queen St. Ea.

SSMFS records indicate that the properties are both currently used as duplex(s). With respect to both properties, SSMFS has never inspected either for OFC compliance. (concerning their use as duplex or triplex) Fire Services would like to state: despite having "no comment" concerning rezoning itself, these properties may be subject to application of the Ontario Fire Code under **Part 9, Retrofit - Section 9.5 (Triplex)**

Regards,  
Paul

*Paul Milosevich*

**Deputy Chief - Inspection Division**

Sault Ste. Marie Fire Services  
72 Tancred Street  
Sault Ste. Marie, ON P6A 2W1  
(705) 949-3333 xt.2233  
[p.milosevich@cityssm.on.ca](mailto:p.milosevich@cityssm.on.ca)

**From:** Stephanie Perri <[s.perri@cityssm.on.ca](mailto:s.perri@cityssm.on.ca)>  
**Sent:** Friday, September 6, 2019 10:50 AM  
**To:** Karen Fields <[k.fields@cityssm.on.ca](mailto:k.fields@cityssm.on.ca)>; Maggie McAuley <[m.mcrauley@cityssm.on.ca](mailto:m.mcrauley@cityssm.on.ca)>; Susan Hamilton Beach <[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)>; Freddie Pozzebon <[f.pozzebon@cityssm.on.ca](mailto:f.pozzebon@cityssm.on.ca)>; Tom Vair <[t.vair@cityssm.on.ca](mailto:t.vair@cityssm.on.ca)>; Rob Harten <[rob.harten@ssmpuc.com](mailto:rob.harten@ssmpuc.com)>; Dan Hollingsworth <[d.hollingsworth@ssmedc.ca](mailto:d.hollingsworth@ssmedc.ca)>; Paul Milosevich <[p.milosevich@cityssm.on.ca](mailto:p.milosevich@cityssm.on.ca)>; SSMRCA <[nature@ssmrca.ca](mailto:nature@ssmrca.ca)>; Nancie Scott <[n.scott@cityssm.on.ca](mailto:n.scott@cityssm.on.ca)>; Virginia McLeod <[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)>; Diane Morrell <[diane.morrell@sciontario.org](mailto:diane.morrell@sciontario.org)>  
**Cc:** Benita Brogno <[b.brogno@cityssm.on.ca](mailto:b.brogno@cityssm.on.ca)>; 'eng dept' <[eng-dept@ssmpuc.com](mailto:eng-dept@ssmpuc.com)>; Kathy Swinn <[k.swinn@cityssm.on.ca](mailto:k.swinn@cityssm.on.ca)>; Francois Couture <[f.couture@cityssm.on.ca](mailto:f.couture@cityssm.on.ca)>; Orsalina Naccarato <[o.naccarato@cityssm.on.ca](mailto:o.naccarato@cityssm.on.ca)>; Peter Tonazzo <[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)>  
**Subject:** Request for Comment - A-17-19-Z and A-18-19-Z

Good morning,

I have attached the following Applications for your review and comments:

- A-17-19-Z 1274 and 1276 Queen Street East (Prenzel); and

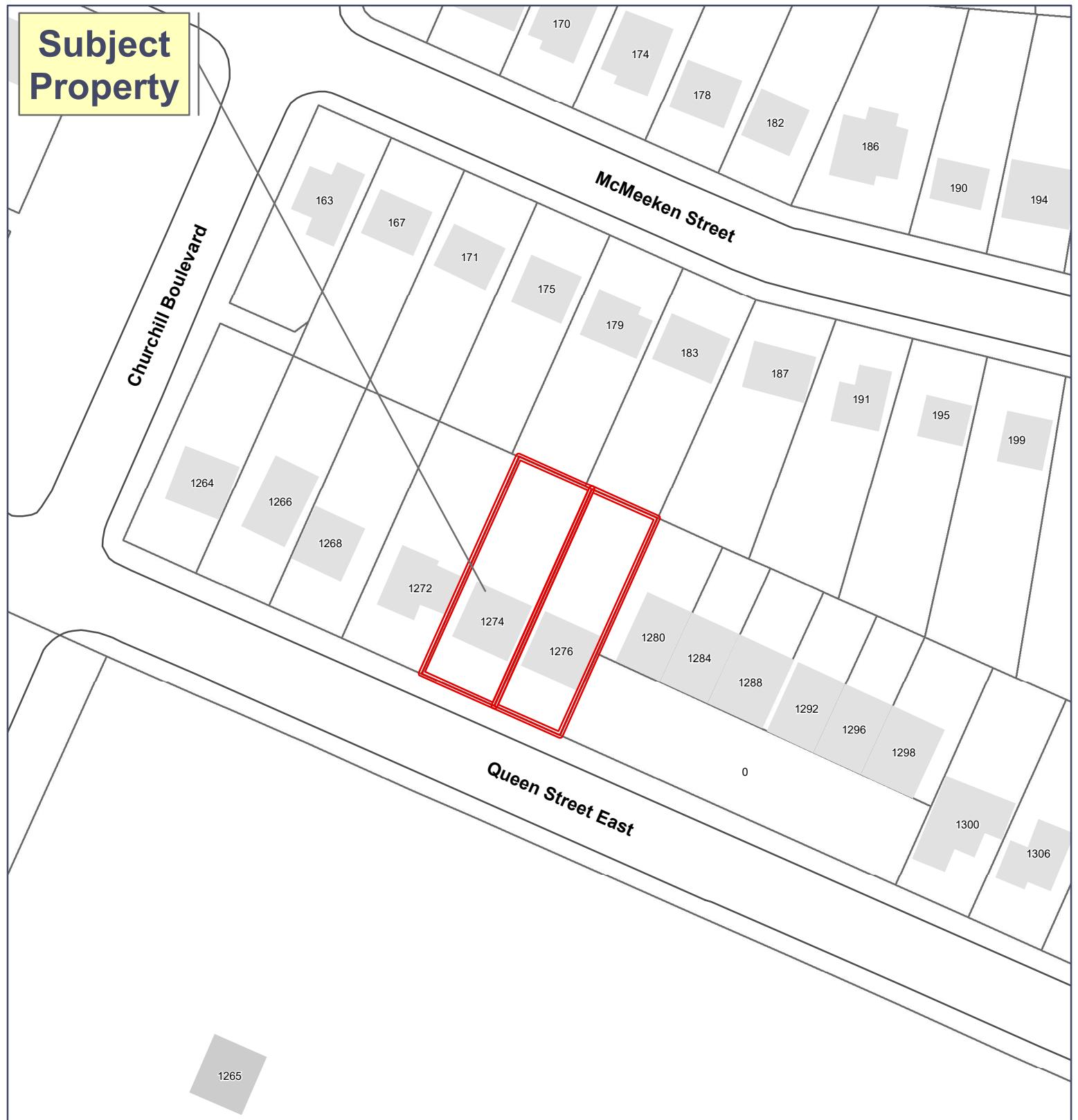
# Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2019\A-17-19-Z 1274, 1276 Queen St. East (Prenzel)\GIS and Maps\Maps\A-17-19-Z\_AerialMap\_Sept2019\_8x11\_V1.mxd

| Application Map Series  | Legal Department Reference  |  <b>SAULT<br/>STE. MARIE</b><br>Planning and Enterprise Services<br>Community Development and Enterprise Services Department<br>99 Foster Drive, Sault Ste Marie, ON P6A 5X6<br><a href="http://saultstmarie.ca">saultstmarie.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a> |
|---|---|---|
| <input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse<br><input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image<br><input type="checkbox"/> Official Plan Amendment |   |   |
| <b>Property Information</b><br>Civic Address: 1274/1276 Queen St.E<br>Roll No.: 010003094000000/010003095000000<br>Map No.: 1/1-6<br>Application No.: A-17-19-Z<br>Date Created: September 3, 2019  | <b>Legend</b><br> Subject Property - 1274 & 1276 Queen St.E<br> Parcel Fabric |    |

# Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2019\A-17-19-Z\_1274, 1276 Queen St. East (Prenzel)\GIS and Maps\Maps\A-17-19-Z\_SubjectPropertyMap\_Sept2019\_8x11\_V1.mxd

| Application Map Series  | Legal Department Reference   | SAULT<br>STE. MARIE<br>Planning and Enterprise Services  |
|---|--|--|
| <input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse<br><input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image<br><input type="checkbox"/> Official Plan Amendment |  | Community Development and Enterprise Services Department<br>99 Foster Drive, Sault Ste Marie, ON P6A 5X6<br>saultstemarie.ca   705-759-5368   planning@cityssm.on.ca |
| Property Information  | Legend   | This map is for general reference only<br>Orthophoto: None<br>Projection Details:<br>NAD 1983 UTM Zone 16N<br>GCS North American 1983                                |
| Civic Address: 1274/1276 Queen St.E<br>Roll No.: 010003094000000/010003095000000<br>Map No.: 1/1-6<br>Application No.: A-17-19-Z<br>Date Created: September 3, 2019   |  Subject Property - 1274 & 1276 Queen St.E<br> Parcel Fabric | 0 5 10 20 Meters<br>1:1,000  |
| Page 155 of 200   |  |   |

# Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2019\A-17-19-Z 1274, 1276 Queen St. East (Prenzel)\GIS and Maps\Maps\A-17-19-Z\_ZoningMap\_Sept2019\_8x11\_V1.mxd

| Application Map Series                              |  |
|---|--|
| <input type="checkbox"/> Subject Property           | <input type="checkbox"/> Official Plan Landuse |
| <input checked="" type="checkbox"/> Existing Zoning | <input type="checkbox"/> Aerial Image          |
| <input type="checkbox"/> Official Plan Amendment    |  |

## Property Information

Civic Address: 1274/1276 Queen St.E  
 Roll No.: 010003094000000/010003095000000  
 Map No.: 1/1-6  
 Application No.: A-17-19-Z  
 Date Created: September 3, 2019

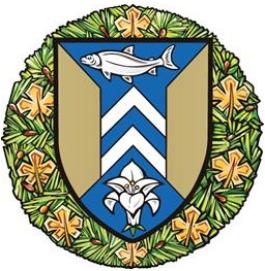
## Legend

|   |                                       |
|---|---------------------------------------|
| C1 - Traditional Commercial Zone            | R3 - Low Density Residential Zone     |
| C2 - Central Commercial Zone                | R4 - Medium Density Residential Zone  |
| C3 - Riverfront Zone; C3hp                  | R5 - High Density Residential Zone    |
| C4 - General Commercial Zone; C4hp          | R6 - Mobile Home Residential Zone     |
| C5 - Shopping Centre Zone                   | I - Institutional Zone                |
| H2 - Highway Zone                           | EM - Environmental Management Zone    |
| M1 - Light Industrial Zone                  | PR - Parks and Recreation Zone        |
| M2 - Medium Industrial Zone; M2hp           | RA - Rural Area Zone                  |
| M3 - Heavy Industrial Zone                  | REX - Rural Aggregate Extraction Zone |
| R1 - Estate Residential Zone                | AIR - Airport Zone                    |
| R2 - Single Detached Residential Zone; R2hp | Commercial Dock                       |
|   | Parcel Fabric                         |



This map is for general reference only  
 Orthophoto: None  
 Projection Details:  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983





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

### C O U N C I L   R E P O R T

October 7, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Patrick Lo, Planning Intern  
Peter Tonazzo, RPP, Senior Planner  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** A-18-19-Z 90 Chapple Avenue (Sault Ste. Marie Housing Corporation)

---

#### PURPOSE

The applicant, Sault Ste. Marie Housing Corporation, wishes to rezone the subject property to enable conversion of the vacant former elementary school to a multi-use facility including 9 residential apartment units, a day care facility, and a community hub with office and programming space.

#### PROPOSED CHANGE

The applicant is seeking to rezone a southeasterly portion of the property, approximately 147m by 114m, from Parks and Recreation Zone (PR) to Medium Density Residential Zone (R4.S) with a special exception to:

- 1) Permit a "community hub" as an additional permitted use;
- 2) Permit required parking to be located within the required front yard; and
- 3) Reduce required parking spaces from 86 spaces to 68 spaces.

#### Subject Property

- Location: On the north side of Chapple Avenue, approximately 35m west of the intersection of Chapple Avenue and Allard Street.
- Size: Rectangular lot with approximately 180m (589') of frontage along Chapple Avenue and depth of 207m (680') extending to Marwayne Avenue, totalling approx. 3.7 ha (9.2 ac).
  - Area proposed to be rezoned: Rectangular southeasterly portion of the property with approximately 147m (482' 4") of frontage along Chapple Avenue and depth of 114m (374'), totalling approx. 1.7 ha (4.1 ac).
  - There are currently no plans for changing the use of the remainder of the property, therefore no rezoning is being sought for the remaining area.
- Present Use: Vacant former elementary school.
- Owner: Sault Ste. Marie Housing Corporation.

## **BACKGROUND**

There have been no rezoning applications upon the subject property which formerly operated as Rosedale Elementary School since 1961.

## **ANALYSIS**

### **Site Context**

The subject property is located in the middle of a mature residential neighbourhood containing a mix of housing types:

- To its east are numerous apartment buildings, including a high-rise non-profit seniors' apartment building and multiple low-rise rental apartment buildings;
- To its south across Chapple Avenue are several townhouse and apartment complexes primarily owned by the same non-profit applicant (Sault Ste. Marie Housing Corporation);
- To its west are the abutting City-owned Rosedale Park and a number of single detached dwellings; and
- To its north across Marwayne Avenue are a church and a Single Detached Residential area.

In addition, abutting the subject property to its northeast is a former Red Cross property that was rezoned in February 2018 to permit a fourplex and a 24-unit apartment building.

There are two existing, coincident 20-metre easements located on the westerly portion of the subject property, traversing the property north-south just west of the former school building. These easements are used by PUC Services for water infrastructure and by the City for a sanitary sewer and storm drainage ditch.

### **Rationale for Zoning Change**

Rezoning the southeasterly portion of the subject property containing the former school building to Medium Density Residential Zone with the special exception as described is needed to permit adaptive reuse of the property for residential apartment units, a day care facility, and a community hub.

The neighbourhood surrounding the subject property is an excellent example of a 'complete neighbourhood'. It offers a diverse range of housing types from single detached dwellings to townhouses and apartment buildings, as well as both rental housing and ownership housing. It contains, within walking distance, a variety of quality-of-life amenities such as parks and grocery stores. The addition of apartment units – proposed to be geared to seniors – in the converted school building will contribute to the availability of affordable housing in this neighbourhood. Furthermore, the former Rosedale School functioned as a hub for residents of this neighbourhood prior to its closure, and the applicant's proposed conversion of the property to include a day care facility and community hub will re-establish a similar social and service hub for this neighbourhood.

Day care facility

A day care facility is a permitted use in the proposed Medium Density Residential Zone, as well as in the current Parks and Recreation Zone. However, Zoning By-law 2005-150 does say that any lot zoned Medium Density Residential "may be used for one of the following [listed] permitted uses" (emphasis added).

Planning staff is of the opinion that the proposed day care facility can be considered an accessory use to the apartment dwellings, since the day care facility will primarily serve residents in the surrounding neighbourhood, and therefore is a small scale use compatible with the nature of the immediate area and complementary to the proposed residential use.

"Community Hub" as an additional permitted use

The Government of Ontario describes a community hub as a "central access point" for "local residents to access the health, social, cultural, recreational and other resources they need together in one spot."<sup>1</sup> The applicant has indicated that District of Sault Ste. Marie Social Services Administration Board plans to collaborate with other local agencies, such as Algoma Family Services and Big Brothers Big Sisters, in using the community hub portion of the converted school building to offer a variety of social services and social opportunities for families, youth, and other neighbourhood residents.

Zoning By-law 2005-150 currently does not recognize community hubs as a specific use. This is something that staff are planning to address upon completion of the new Official Plan. In staff's opinion, office use is the type of use currently recognized in the Zoning By-law that is most similar to the proposed community hub. However, the proposed community hub would have key differences when compared to a typical office use, in that the community hub is less of a place for employment and more of a place for neighbourhood activities and services.

For the time being, it is necessary to explicitly permit use of the subject property for a community hub through a special exception to the proposed Medium Density Residential zoning.

Permit required parking to be located within the required front yard

As per the Zoning By-law, required parking spaces in residentially zoned lots shall not be located within any required front yard. For the subject property, this would refer to the first 7.5m from the front lot line along Chapple Avenue. A provision permitting required parking to be located within the required front yard is necessary to legalize 6 existing spaces in the easterly portion of the subject property within the area to be rezoned.

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<sup>1</sup> Queen's Printer for Ontario, 2012-19. Accessed at: <https://www.ontario.ca/page/community-hubs>. Page last updated March 2019.

Reducing required parking spaces from 86 spaces to 68 spaces

As mentioned above, the Zoning By-law currently does not recognize community hubs as a specific use. Therefore, in calculating the number of required parking spaces for this development, Planning staff are treating the proposed community hub as an office use, which results in 41 required spaces – 4.5 spaces per 100m<sup>2</sup>. Combined with the required parking for the development's apartment building portion (11 spaces – 1.25 spaces per dwelling unit) and day care facility portion (34 spaces – 3.5 spaces per 100m<sup>2</sup>), the total number of required parking spaces is calculated to be 86 spaces.

The applicant proposes to provide a total of 68 spaces on the site. This is roughly equivalent to reducing the number of required parking spaces for the combined day care facility and community hub portions of the development by 25%. Considering that both the day care facility and the community hub are largely intended to serve families and individuals residing in the immediate neighbourhood, Planning staff are comfortable with reducing the total required parking for this development.

Planning staff have discussed this required parking provision with Building staff, and Building staff have no objections to this.

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

An Official Plan Amendment is not needed to facilitate the proposed development. The subject property is presently designated Residential in the Official Plan. The Official Plan permits, within Residential designated lands, non-residential uses which "contribute to the completeness of the neighbourhood" and "are compatible with the residential nature of the area". Planning staff is of the opinion that the proposed day care facility and community hub both fit this description.

This Application conforms with the Official Plan, and aligns in particular with the following:

- [Built Environment Goals] *To encourage the reuse, rehabilitation and redevelopment of the existing built environment.*
- [Housing] *HO.1 Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.*
- [Residential] *R.3 Medium density residential dwellings may be integrated into low density areas subject to rezoning.*

**Conformity with the Provincial Policy Statement (PPS)**

This Application conforms with the Provincial Policy Statement, and aligns in particular with the following:

- *1.1.1 b) Healthy, liveable and safe communities are sustained by accommodating an appropriate range and mix of residential (including second units, affordable*

- housing and housing for older persons) [...] and other uses to meet long-term needs;*
- *1.4.3 b) 2. Planning authorities shall provide for an appropriate range and mix of housing types and densities [...] by permitting and facilitating all forms of residential intensification [...]*
    - "Residential intensification" as defined in the PPS includes "the conversion or expansion of existing industrial, commercial and institutional buildings [like schools] for residential use".
  - *1.6.5 Public service facilities should be co-located in community hubs, where appropriate, to promote cost-effectiveness and facilitate service integration, access to transit and active transportation.*
    - "Public service facilities" are defined in the PPS as land and buildings for "the provision of programs and services provided or subsidized by a government or other body, such as social assistance, recreation, police and fire protection, health and educational programs, and cultural services".

### **Conformity with the Growth Plan for Northern Ontario (GPNO)**

This Application conforms with the Growth Plan for Northern Ontario, and aligns in particular with the following:

- *3.4.3 Municipalities are encouraged to support and promote healthy living by providing for communities with a diverse mix of land uses, a range and mix of employment and housing types, high-quality public open spaces, and easy access to local stores and services.*

### **Consultation**

#### Department and agency circulation

The following departments and agencies commented on this Application as part of the consultation process:

- No comments/objections: Legal, Building, Community Development and Enterprise Services, Economic Development Corporation, Fire Services, Municipal Heritage Committee, Accessibility Advisory Committee, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Ontario Power Generation.
- See attached comments from Engineering, Public Works, and PUC Services.

Engineering noted the presence of the existing municipal easement containing a sanitary sewer and storm drainage ditch, and recommended that the subject property be subject to Site Plan Control to address stormwater management due to a proposed increase in impervious area for the parking lot. Engineering also recommended that the existing sanitary service be verified prior to issuance of a building permit to ensure it can accommodate the building's proposed new uses.

Public Works also noted and recommended the maintenance of the municipal easement on the subject property which contains sanitary and storm drainage works.

PUC Services similarly requested the continued use of the PUC easement located on the west side of the subject property.

Based on these department and agency comments, Planning staff recommend deeming the area of the subject property proposed to be rezoned as subject to Site Plan Control, which would allow for servicing considerations to be addressed. This is consistent with the City's current policy of subjecting lots used for apartment buildings and multiple attached dwellings to Site Plan Control. Verification of the existing sanitary service's capacity can be done as part of this process following approval of this Application.

#### Neighbourhood and public input

The applicant, Sault Ste. Marie Housing Corporation, hosted a neighbourhood meeting on Monday, September 16, 2019 in the common room of the apartment building at 55 Chapple Avenue, across the street from the subject property. The applicant invited by mail all owners of properties within 120m of the subject property to attend this meeting. Two neighbouring property owners attended, who both live in the Single Detached Residential area to the north of the subject property. No concerns were raised, and the two attendees appeared supportive and interested in the proposed development.

Official public notice for this Application was given through an advertisement on Saturday, September 14, 2019 in the local daily newspaper (Sault Star) as well as through a mail out to all property owners within 120m of the subject property. No submissions or inquiries have been received to date.

#### **FINANCIAL IMPLICATIONS**

Approval of this Application will not impact municipal finances.

#### **STRATEGIC PLAN / POLICY IMPACT**

Approval of this Application is not directly linked to any strategic directions contained within the Corporate Strategic Plan.

#### **SUMMARY**

The applicant is seeking to rezone a southeasterly portion of the subject property at 90 Chapple Avenue to enable the conversion of the vacant former elementary school to a multi-use facility including 9 residential apartment units, a day care facility, and a community hub with office and programming space.

Planning staff support this Rezoning Application because it represents an appropriate and desirable adaptive reuse of a vacant building. The proposed conversion of the former Rosedale School into the multi-use facility as described would add affordable housing

units to this area, re-establish a social and service hub for this neighbourhood that the school previously served as, and provide amenities for families, youth, and other residents that contribute to the completeness of this neighbourhood.

Considerations regarding water and sanitary services and stormwater management can be addressed through the Site Plan Control process.

This Application conforms with the Sault Ste. Marie Official Plan, the Provincial Policy Statement, and the Growth Plan for Northern Ontario.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Intern and Senior Planner dated 2019 10 07 concerning Rezoning Application A-18-19-Z be received, and that Council approve the Application by rezoning a southeasterly portion of the subject property, approximately 147m by 114m, from Parks and Recreation Zone (PR) to Medium Density Residential Zone (R4.S) with a special exception to:

- 1) Permit a community hub as an additional permitted use;
  - a. For the purposes of this by-law, a community hub shall be defined as an establishment containing programming that serves as a central access point for health, social, cultural, recreational and other resources.
- 2) Permit required parking to be located within the required front yard; and
- 3) Reduce required parking spaces from 86 spaces to 68 spaces.

Be it further resolved that Council deem the portion of the subject property proposed to be rezoned as subject to Site Plan Control, pursuant to Section 41 of the Planning Act.

Respectfully submitted,



Peter Tonazzo, RPP  
Senior Planner  
705.759.2780  
[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)



Patrick Lo  
Planning Intern  
705.759.5373  
[p.lo@cityssm.on.ca](mailto:p.lo@cityssm.on.ca)



MGP  
ARCHITECTS  
ENGINEER  
INC.

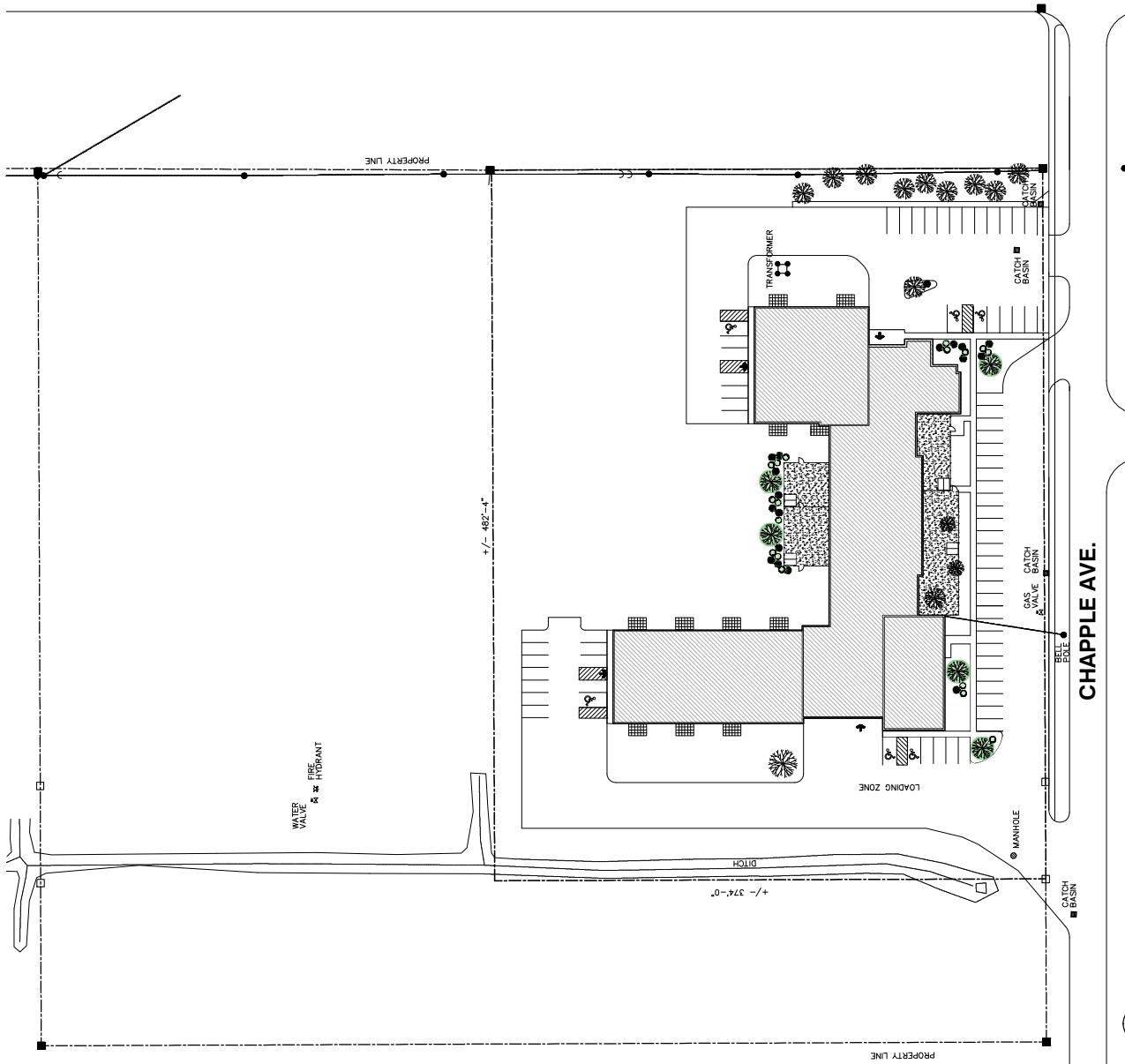
123 east street, sault ste. marie  
P6A 3C7 ontario  
tel. 705.942.9494 fax. 705.942.7454

ROSEDALE RENOVATION  
for SSM HOUSING CORP.  
90 CHAPPLÉ AVENUE  
SAULT STE. MARIE, ON

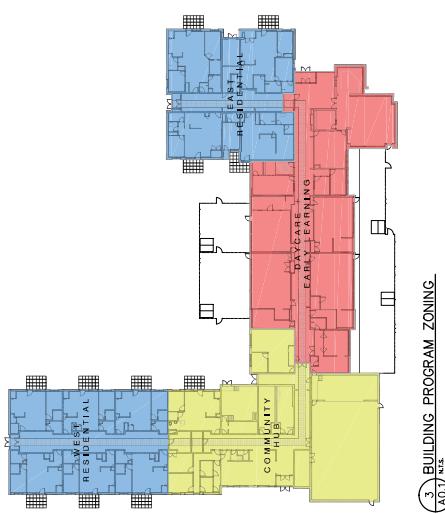
SITE PLAN FOR RE-ZONING

A0-1

# ALLARD STREET



PROJECT KEY PLAN



3 BUILDING PROGRAM ZONING

PROPERTY CONTEXT PLAN



2019 09 20

**MEMO TO:** Don McConnell, RPP  
Planning Director

**RE:** A-18-19-Z  
90 Chapple Avenue  
Sault Ste. Marie Housing Corporation

The Engineering Division has reviewed the above noted application and provides the following:

- There is a municipal easement with a sanitary sewer and a storm drainage ditch along the west side of the subject area.
- If there is to be an increase in impervious area, stormwater management may be required. Should stormwater management be required, it is recommended that the property be subject to site plan control.
- The existing sanitary service should be verified to ensure that it can accommodate the intended use prior to a building permit being issued.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read "MAG".

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

MM

cc. Susan Hamilton Beach, Public Works  
Don Elliott, Engineering

Larry Girardi  
Deputy CAO

Susan Hamilton Beach, P. Eng.  
Director of Public Works



**Public Works &  
Engineering Services**

September 19, 2019

Our File: C.2.7

Don McConnell, RPP  
Director of Planning & Enterprise Services

**Subject:** Application No. A-18-19-Z  
Request for an amendment to the Zoning By-law

**Applicant:** Sault Ste. Marie Housing Corporation

**Subject Property:** 90 Chapple Avenue

Please accept this correspondence in response to your request dated September 5, 2019.

Public Works supports this re-zoning application, however, we do note that there are both sanitary and storm drainage works which are the subject of easement(s) on the site, and which should be maintained.

If you have any further questions, please contact me at 759-5207.

A handwritten signature in black ink, appearing to read "Susan Beach".

Susan Hamilton Beach, P. Eng.  
Director of Public Works  
705-759-5207  
[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)

C: M. McAuley, P. Eng.  
Freddie Pozzebon, CBO



PUC SERVICES INC.  
ENGINEERING DEPARTMENT  
500 SECOND LINE EAST, P.O. Box 9000  
SAULT STE. MARIE, ONTARIO, P6A 6P2

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September 20, 2019

Donald B. McConnell, MCIP, RPP  
The Corporation of The  
City of Sault Ste. Marie  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

emailed: Stephanie Perri [s.perri@cityssm.on.ca](mailto:s.perri@cityssm.on.ca)

Dear Sir:

Re: Application No. A-18-19-Z  
90 Chapple Ave

PUC has no objections to the above noted rezoning proceeding. We do take the opportunity however to advise the applicant that PUC continues to require the benefits it receives from an existing easement along the west side of the subject property.

Best Regards,

PUC SERVICES INC.

A handwritten signature in black ink, appearing to read 'Rob Harten'.

Rob Harten, P. Eng.  
Manager of Engineering

RH\*km

---

A-18-19-Z Chapple Avenue [90] Response

# Subject Property



| Application Map Series  | Legal Department Reference   |
|---|--|
| <input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse<br><input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image<br><input type="checkbox"/> Official Plan Amendment |  |
| Property Information  | Legend   |
| Civic Address: 90 Chapple Avenue<br>Roll No.: 030035051000000<br>Map No.: 43<br>Application No.: A-18-19-Z<br>Date Created: September 3, 2019   | <br>Area To Be Rezoned<br>Subject Property - 90 Chapple Avenue<br>Parcel Fabric<br>Page 168 of 200 |



Community Development and Enterprise Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
[saultstmarie.ca](http://saultstmarie.ca) | 705-759-5368 | [planning@cityssm.on.ca](mailto:planning@cityssm.on.ca)

This map is for general reference only  
 Orthophoto: 2016 20cm Colour  
 Projection Details:  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983

0 10 20 40 Meters  
 1:2,000

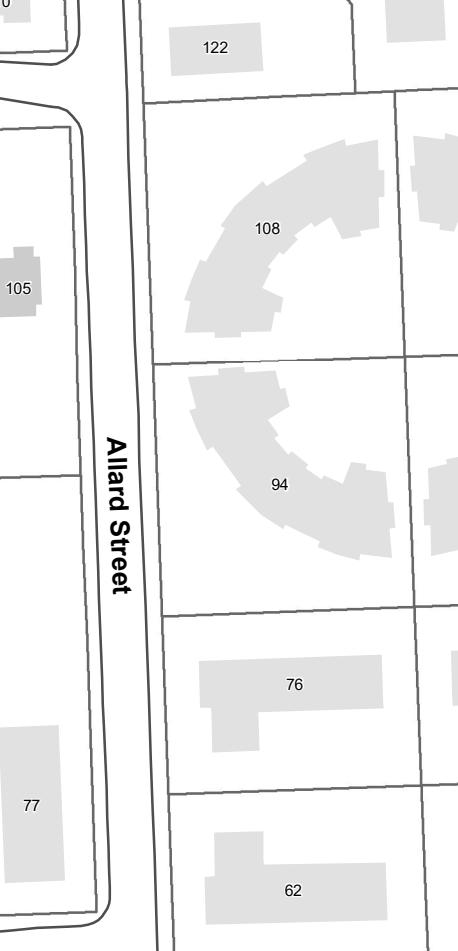
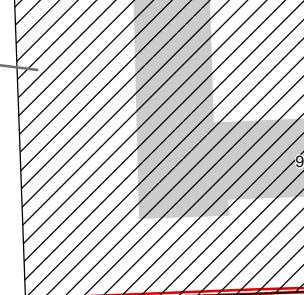
# Subject Property

130  
124  
127  
Marwayne Avenue  
Albion Street

## Area To Be Rezoned

50

38



## Chapple Avenue

39

36

55

53

79 83 93

73 75 77 93 A

43 A

33 A

29 A

19 A

15 A

11 A

23 21 19 17 15 13 11 9

## Albion Street

101

37

33

29

25

19

13

701 3 701 4 & 5 701 6 701 8

384

Document Path: G:\Applications\ (2017 - Present)\Rezoning\2018\A-18-19-Z\_90 Chapple Avenue\Housing Conditions and Map\Map-A-18-19-Z\_SubjectPropertyMap\_Sept2019\_8x11\_V2.pdf

## Application Map Series

- Subject Property  Official Plan Landuse
- Existing Zoning  Aerial Image
- Official Plan Amendment

## Legal Department Reference



Community Development and Enterprise Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
saultstmarie.ca | 705-759-5368 | planning@cityssm.on.ca

## Property Information

Civic Address: 90 Chapple Avenue  
Roll No.: 030035051000000  
Map No.: 43  
Application No.: A-18-19-Z  
Date Created: September 3, 2019

## Legend



Area To Be Rezoned  
Subject Property - 90 Chapple Avenue  
Parc Public



This map is for general reference only

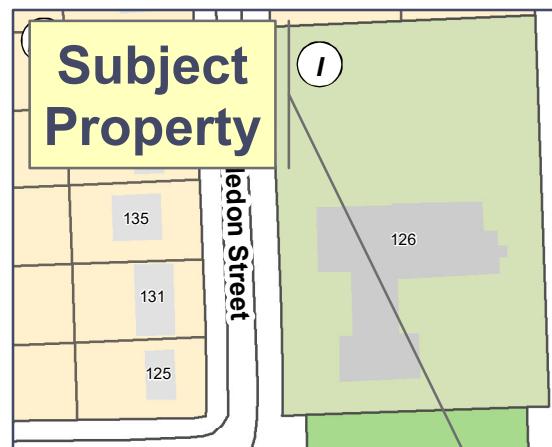
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Projection Details:

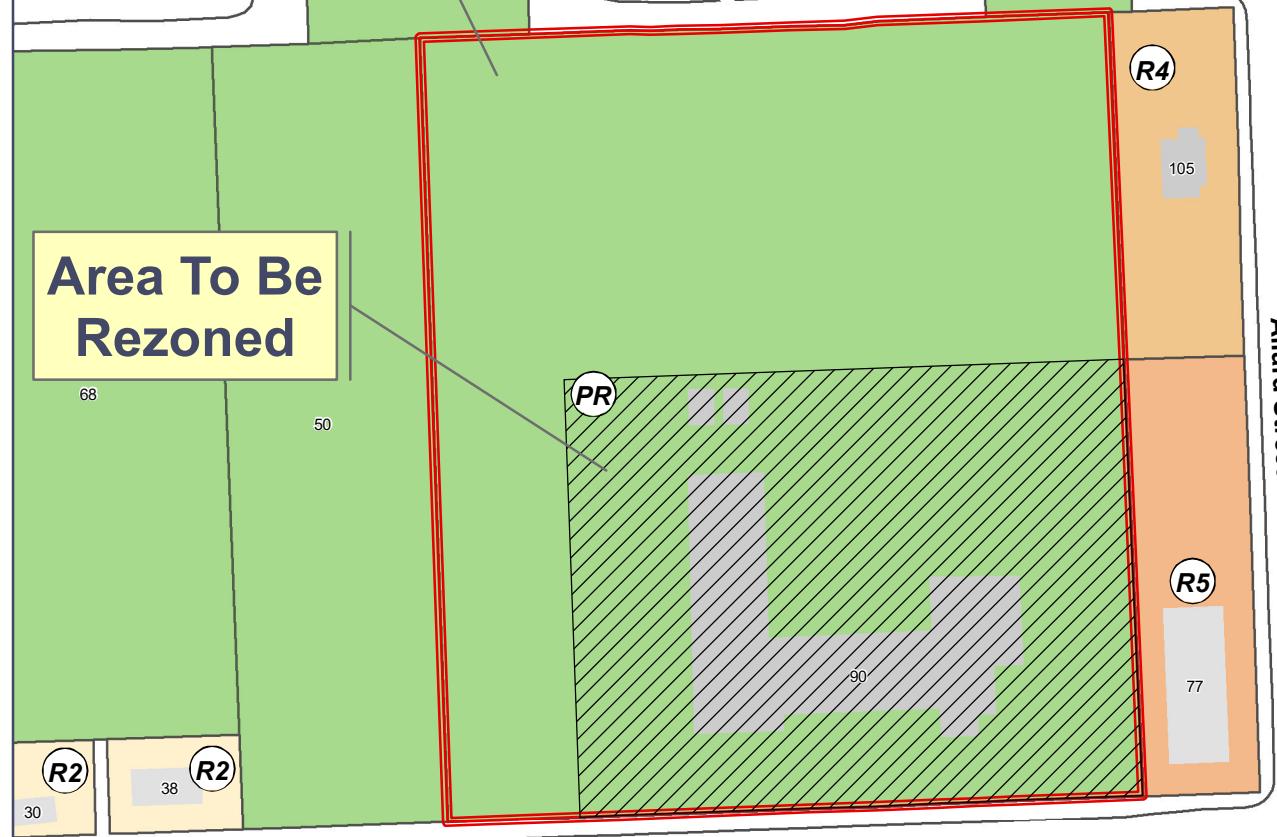
NAD 1983 UTM Zone 16N  
GCS North American 1983

0 10 20 40 Meters  
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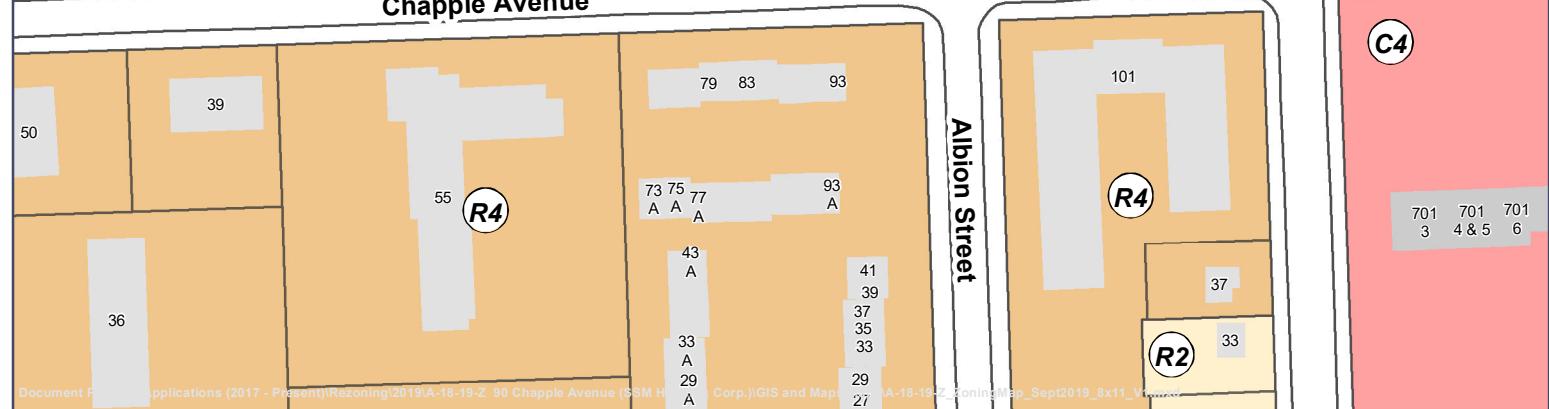
# Subject Property



## Area To Be Rezoned



Chapple Avenue



Document F

Applications (2017 - Present)\Rezoning\2019\A-18-19-Z\_90 Chapple Avenue (SSM Hwy Corp.)\GIS and Map\A-18-19-Z\_RezoningMap\_Sept2019\_8x11\_V1.mxd

## Application Map Series

- Subject Property  Official Plan Landuse
- Existing Zoning  Aerial Image
- Official Plan Amendment

## Property Information

Civic Address: 90 Chapple Avenue

Roll No.: 030035051000000

Map No.: 43

Application No.: A-18-19-Z

Date Created: September 3, 2019

## Legend

|   |                                      |
|---|--------------------------------------|
| C1 - Traditional Commercial Zone            | R3 - Low Density Residential Zone    |
| C2 - Central Commercial Zone                | R4 - Medium Density Residential Zone |
| C3 - Riverfront Zone; C3hp                  | R5 - High Density Residential Zone   |
| C4 - General Commercial Zone; C4hp          | R6 - Mobile Home Residential Zone    |
| C5 - Shopping Centre Zone                   | I - Institutional Zone               |
| H2 - Highway Zone                           | EM - Environmental Management Zone   |
| M1 - Light Industrial Zone                  | PR - Parks and Recreation Zone       |
| M2 - Medium Industrial Zone; M2hp           | RA - Rural Area Zone                 |
| M3 - Heavy Industrial Zone                  | REX - Rural Precambrian Uplands Zone |
| R1 - Estate Residential Zone; R1hp          | AIR - Airport Zone                   |
| R2 - Single Detached Residential Zone; R2hp | NU - Named Use - Commercial Dock     |
|   | Parcel Fabric                        |



**SAULT  
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise

Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
saultsmarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2019-184**

**PROPERTY:** (PR1.121) A by-law to declare the City owned property legally described as PIN 31542-0155 (LT) LT 1-8 PL 5884 ST. MARY'S; PT LANE PL 5884 ST. MARY'S, PT 1 1R9748, CLOSED BY RY160; PT LT 45 PL 5884 ST. MARY'S PT 2 1R9748, SAULT STE. MARIE, being civic 540 Albert Street East, Sault Ste. Marie (Building), as surplus to the City's needs and to authorize the disposition of the said property.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

**2. SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

**3. SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

**4. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 7<sup>th</sup> day of October, 2016.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

SCHEDULE "A" TO BY-LAW 2019-184

LEGAL DESCRIPTION: PIN 31542-0155 (LT) LT 1-8 PL 5884 ST. MARY'S; PT LANE PL 5884 ST. MARY'S PT 1  
1R9748 CLOSED BY RY160; PT LT 45 PL 584 ST. MARY'S PT 2 1R9748; SAULT STE. MARIE

CIVIC: 540 ALBERT STREET EAST, SAULT STE. MARIE, ONTARIO

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2019-194**

**TAXIS:** (R1.74) A by-law to amend By-law 2011-161 (being a by-law to regulate, licence and govern vehicles used for hire to convey passengers, including brokers, owners, and drivers of taxicabs, limousines, wheelchair accessible vehicles and hotel shuttles). Schedule “B” Ridesharing (regulating of Personal Transportation providers) is added to By-law 2011-161.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. SCHEDULE “B” TO BY-LAW 2011-161 ADDED**

Schedule “B” Ridesharing (regulating of Personal Transportation providers) is hereby added to By-law 2011-161.

**2. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 7<sup>th</sup> day of October, 2019.

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**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

## SCHEDULE “B” to By-law 2011-161

### PERSONAL TRANSPORTATION PROVIDERS

#### DEFINITIONS

1. In this Schedule:

**“business day”** means a day on which the City’s administrative offices are open for business;

**“Class A”** means a PTP consisting of a fleet of 36 or more vehicles;

**“Class B”** means a PTP consisting of a fleet of 35 or fewer vehicles;

**“facilitating”** in all its forms includes but is not limited to offering, operating or providing;

**“personal transportation provider”** means any person facilitating prearranged transportation services for compensation using any platform to connect passengers with PTP driver and may also be referred to as a “PTP”;

**“private transportation company”** means any person that offers, facilitates, or operates prearranged transportation services for compensation, from a point in the City of Sault Ste. Marie, to any point within or beyond the City of Sault Ste. Marie, using any software or application or telecommunications platform or digital network to connect passengers with PTC Drivers, excluding a licensed taxicab using an app, and may also be referred to as “PTC” for the purposes of this by-law;

**“personal transportation provider driver”** means any person affiliated with a PTP who transports passengers for compensation using a PTP platform and may also be referred to as a “PTP driver”;

**“personal transportation provider identifier”** means a sign, including a decal, displaying the logo or name of the PTP through which a PTP driver is providing transportation service to passengers, and such other information as required by the Chief of Police or his/her designate, in a form approved by the Chief of Police or his/her designate and may also be referred to as a “PTP identifier”;

**“personal transportation provider licence”** means a licence issued to a PTC under this Schedule and may also be referred to as a “PTP licence”;

**“personal transportation provider vehicle”** means a motor vehicle used by a PTP driver to provide transportation to a passenger using a PTP platform and may also be referred to as a “PTP vehicle”;

**“platform”** means any software, technology, or service, including a smartphone application, intended to connect passengers with transportation service;

**“solicit”** means any appeal for customers or passengers by sounds, words, signs, or gestures directed at any person;

**“street hail”** means any appeal for a ride by any person using sounds, words, signs, or gestures directed at a PTP driver, but does not include communication over a PTP platform; and

**“transportation service”** means each prearranged trip in a PTP vehicle commencing when a passenger enters the vehicle, continuing for the period that the vehicle is continuously occupied, and ending when all passengers or goods exit the vehicle.

## APPLICATION OF SCHEDULE

2. This Schedule does not apply to:
  - a) taxicab services dispatched by a licensed taxicab broker and taxicab services provided by a licensed taxi plate holder or a licensed taxicab driver under the authority of By-law 2015-72;
  - b) limousine services provided by a limousine service provider;
  - c) a motor vehicle used as part of a transit system provided by the City of Sault Ste. Marie such as the public transit service;
  - d) a person who facilitates “carpooling” as defined by the *Public Vehicles Act*; or
  - e) an emergency motor vehicle including but not limited to ambulance, fire department vehicle, or police vehicle.

## GENERAL PROHIBITIONS AND OBLIGATIONS

3. No person shall hold themselves out to be a PTP or shall engage in the business of a PTP unless they hold a current and valid PTP licence.
4. No person shall facilitate or make any representations as a PTP or a PTP driver unless authorized to do so by a PTP licensed by the City.
5. No PTP shall permit or condone the acceptance of street hails or the solicitation of passengers by PTP drivers, whether on the street or at a taxi stand or in any other manner at any other location.
6. No PTP shall facilitate a transportation service for compensation using any platform to connect any passenger with a driver or with a vehicle that does not comply with this Schedule.
7. No PTP shall permit an affiliated PTP driver to provide transportation services if the PTP driver does not have the insurance required under this Schedule.
8. No PTP shall permit and no PTP driver shall accept payment by cash for a transportation service facilitated by the PTP.
9. No PTP and no PTP driver shall permit any person to smoke in the PTP vehicle while it is providing transportation services.
10. Every PTP and PTP driver shall ensure that the identification card required under subsection 22(1):
  - a) in the PTP vehicle at all times when transportation services affiliated with the PTP are offered or provided; and
  - b) is produced immediately upon demand of a Municipal Officer;

11. On demand of the Chief of Police or his/her designate, the PTP driver shall:
  - a) produce any of the following:
    - i) the PTP driver's identification card;
    - ii) valid insurance that meets the requirements of this Schedule; and
    - iii) any other information pertaining to the PTP driver or the operation of the PTP vehicle as requested by the Municipal Officer.
  - b) submit the PTP vehicle operated by the PTP driver for inspection at a time and location specified by the Chief of Police or his/her designate.
12. Every person, PTP or PTP driver who contravenes this Schedule is a guilty of an offence in accordance with Part III & VII of Schedule "A" of By-law 2011-161.

## **PTP LICENSING**

13. Every person who owns or operates a PTP shall obtain a PTP licence.
14. An issued PTP licence is not transferable and remains at all times the property of the City.
15. An application for a new PTP licence shall be made in accordance with Part II of Schedule "A" of By-law 2011-161 and the fee set out in Tariff "A" of Schedule "A" paid in full, as applicable.
16. In addition to complying with Part II of Schedule "A" of By-law 2011-161, an application for a new PTP licence shall be accompanied by:
  - a) if the applicant is a corporation, proof that it is legally entitled to operate in Ontario, including but not limited to:
    - i) a copy of the incorporating documents;
    - ii) a copy of the last initial notice/notice of change which has been filed with the appropriate government department;
    - iii) a Certificate of Status is issued by the Ministry of Government and Consumer Services; and
    - iv) a certified copy of an annual return and a list of all shareholders of the corporation.
  - b) if the applicant is a partnership, the names and addresses of each member of the partnership as well as the name under which the partnership intends to carry on business and proof of the business name registration;
  - c) adequate demonstration that there are data security measures in place to protect the personal data collected by the PTP relating to passengers and drivers, to the satisfaction of the Chief of Police or his/her designate;
  - d) proof of the insurance required under this Schedule to the satisfaction of the Chief of Police or his/her designate; and

e) any other information as required by the Chief of Police or his/her designate.

17. Every PTP shall:

- a) provide the Chief of Police with notice when the number of vehicles in the PTP's fleet increases to more than 24 or to more than 99 vehicles immediately; and
- b) pay the full difference between the fee paid when the licence was issued with 2 business days of providing notice.

18. If a PTP's fleet decreases during the term of the Licence, the City will not provide a refund or pro-rated amount to the PTP.

### **Licence Renewal**

19. In addition to complying with Part II of Schedule "A" of By-law 2011-161, an application for a renewal PTP licence shall be accompanied by:

- a) a completed renewal application;
- b) proof of the insurance required under this Schedule to the satisfaction of the Chief of Police or his/her designate;
- c) adequate demonstration that there are data security measures in place to protect the personal data collected by the PTP relating to passengers and drivers, to the satisfaction of the Chief of Police or his/her designate;
- d) documentation demonstrating the number of vehicles in the PTP fleet on the date of renewal so as to determine if the PTP is a Class A or Class B; and
- e) any other information required by the Chief of Police or his/her designate.

### **PTP REQUIREMENTS**

#### **Information to Passengers**

20. Every PTP shall ensure the platform used:

- a) at the time the transportation service is arranged, can provide to the passenger requesting the transportation service:
  - i) the PTP name and contact information;
  - ii) the first name and photograph of the PTP driver;
  - iii) a description of the make, model and licence plate of the PTP vehicle;
  - iv) the surcharge, if any;
  - v) an estimate of the total cost; and
  - vi) the current location of the PTP vehicle.
- b) provides a link to rate or provide comment of PTP driver and PTP vehicle.
- c) provides a process allowing the passenger to accept or refuse the transportation service prior to it commencing and to keep a record of such acceptance or refusal;

- d) provides a secure payment mechanism;
  - e) provides a printed or electronic receipt to the passenger at the end of the transportation service that includes information confirming:
    - i) the fare rate and/or surcharges;
    - ii) total amount paid;
    - iii) date and time of pickup;
    - iv) locations where the passenger was picked up and dropped off; and
    - v) the first name of the PTP driver.
21. Every PTP shall make available to the public on its platform, and by any other means of its choice, the following information:
- a) the automobile liability insurance coverage required to be maintained by the PTP and by the PTP drivers;
  - b) the transportation services offered by PTP drivers;
  - c) the applicable screening process for PTP drivers and PTP vehicles;
  - d) that PTP drivers can only provide transportation services that are prearranged using the platform of the PTP and cannot accept street hails or pick up fares at taxi stands; and
  - e) that PTP drivers cannot accept cash payment for transportation services.

### **Identification**

- 22(1) Every PTP shall issue to every affiliated PTP driver a current and up-to-date identification card in written or electronic form providing the following information:
- a) the first and last name and photograph of the PTP driver;
  - b) the make, model and licence plate number of the PTP vehicle used by the PTP driver affiliated with the PTP; and
  - c) the name and contact information of the PTP with which the PTP driver is affiliated.
- (2) Every PTP shall issue to every affiliated PTP driver a PTP identifier, to be located in the front windshield of the PTP vehicle and visible from the exterior at all times while offering or providing transportation services.

### **Data Collection Records**

- 23(1) Every PTP shall create and maintain records of the following information:
- a) the total number of transportation services provided by the PTP, annually;
  - b) the total number of PTP drivers providing a transportation service, annually;
  - c) the total number of PTP vehicles providing a transportation service, annually;

- d) the PTP driver and PTP vehicle information corresponding with each requested transportation service including:
    - i) the full name of the PTP driver;
    - ii) the licence plate number of the PTP vehicle;
    - iii) the date, time and duration of the transportation service;
    - iv) the location where the passenger was picked up and dropped off; and
    - v) the hours and minutes spent by the PTP vehicle transporting the passenger(s), including time spent enroute to pick up the passenger(s).
  - (2) All information under subsection 23(1) is required to be kept by the PTP for 3 years from the date the information is created.
24. Every PTP shall make the records in subsection 23(1) available electronically to the Chief of Police or his/her designate within 2 business days following a demand in writing by the Chief of Police or his/her designate.

#### **Access to Software or Platform**

25. A PTP shall be required, if requested by the Chief of Police or his/her designate, to create anonymous passenger and driver accounts to be used by Municipal Officers for inspection purposes to ensure compliance with this Schedule.

#### **Insurance**

- 26(1) Every PTP shall obtain and maintain while licensed under this Schedule the following minimum insurance requirements:
- a) Commercial General Liability insurance subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use, that includes:
    - i) blanket contractual liability; premises, property and operations liability;
    - ii) products and completed operations liability;
    - iii) contingent employers liability; personal injury, owners and contractors protective coverage;
    - iv) broad form property damage; occurrence property damage; and
    - v) employees as additional insurer, and cross liability and severability of interest provision.
  - b) such Commercial General Liability policy shall be in the name of the PTP and the City of Sault Ste. Marie shall be named as an additional insured;
  - c) the PTP shall also obtain Non-Owned Automobile Insurance with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; and

- d) the insurance required under subsections (a) and (c) shall contain an endorsement to provide the City of Sault Ste. Marie no less than 30 days prior written notice, from the insurer, of any cancellation.
- (2) a) It is a condition of a PTP licence that the PTP comply with subsection 26(1) at all times.
- b) The PTP licence shall be suspended if the PTP fails to comply with subsection 26(1) until such time as the PTP satisfies the Chief of Police or his/her designate that there is full compliance.
  - c) The PTP shall provide the Chief of Police or his/her designate with such information as the Chief of Police or his/her designate shall require to demonstrate that subsection 26(1) is being complied with.

#### **Requirements Related to PTP Driver**

27. In addition to Part IV & V of Schedule "A" to By-law 2011-116, as applicable, every PTP shall keep an up-to-date list of every affiliated PTP driver and PTP vehicle in a readily accessible format that includes:
- a) the full name and address of every PTP driver; and
  - b) the make, model and licence plate of every PTP vehicle.
28. Every PTP shall ensure that an affiliated PTP driver meets the following requirements prior to commencing as a PTP driver and at all times when providing transportation services:
- a) is at least 18 years of age;
  - b) has a valid G licence;
  - c) is able to communicate in English; and
  - d) has been advised and consents to the personal information being submitted to the Chief of Police or his/her designate for the purpose of auditing compliance with this Schedule.
- 29(1) The PTP shall receive a criminal record check and a driving record abstract for each driver.
- (2) The PTP shall review the criminal record check and the driving record abstract and, acting as a reasonable PTP, determine if the driver is suitable for providing transportation services.
- (3) The criminal record check, no older than 90 days, and the driving record abstract, no older than 30 days, shall be submitted to and reviewed by the PTP before the driver begins as a PTP driver and at the end of every subsequent 12-month period while the driver continues as a PTP driver.
30. Every PTP shall keep copies of the documents and information required under sections 27, 28, and 29 for 3 years after the PTP driver ceases to be affiliated with the PTP.
31. Every PTP shall make available to the Chief of Police or his/her designate the records or information required in sections 27, 28, and 29 within 2 business days following a written demand by the Chief of Police or his/her designate.

- 32(1) Every PTP shall ensure that every PTP driver obtains and maintains, at all times during the provision of transportation services, Automobile Liability Insurance for owned or leased PTP vehicles, with limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property. The Automobile Liability Insurance shall include the IPCF 6TN *Permission to Carry Paying Passengers for a Transportation Network* endorsement or an equivalent endorsement acceptable to the Chief of Police or his/her designate.
- (2) The insurance coverage required under subsection 32(1) shall include a provision whereby the City of Sault Ste. Marie will be provided with no less than 15 days prior notice of any cancellation or variation to the policy.
- (3) Every PTP shall obtain proof of insurance from every PTP driver evidencing compliance with the requirements of subsections 32(1) and (2) prior to affiliation with the PTP driver, and on an annual basis thereafter and shall keep such records for a period of 3 years after the PTP driver ceases to be affiliated with the PTP and produce it to the Chief of Police or his/her designate on demand.
- 33(1) It is a condition of a PTP licence to ensure the denial of a PTP driver's access to the PTP platform immediately upon being notified by the Chief of Police or his/her designate that the driver has acted in a manner that is adverse to the public interest, public safety or upon discovering that a driver is not insured under section 32 and to continue to do so for so long as required by the Chief of Police or his/her designate.
- (2) The PTP shall provide the Chief of Police or his/her designate with such information as he or she shall require to demonstrate that subsection 33(1) is being complied with.

#### **Requirements Related to PTP Vehicle**

- 34(1) In addition to Part VI of Schedule "A" to By-law 2011-116, every PTP shall ensure that a PTP vehicle meets the following requirements at all times when providing a transportation service:
- the PTP vehicle has a valid and current Ontario Ministry of Transportation Safety Standards Certificate, prior to commencement of use as a PTP vehicle, and then annually thereafter; and
  - the PTP vehicle is no more than 5 years old, excluding the manufactured year.
- (2) Every PTP shall obtain and maintain the records required under subsection 34(1) for a period of 3 years after the PTP vehicle is no longer used to provide transportation service.
- (3) Every PTP shall make available to the Chief of Police or his/her designate the records required to be kept under subsection 34(1) within 2 business days following a demand in writing from the Chief of Police or his/her designate.
- 35(1) It is a condition of a PTP licence to ensure the denial of a PTP driver's access to the PTP platform immediately upon being notified by the Chief of Police or his/her designate that the driver's vehicle is being operated in a manner that is adverse to the public interest or to public safety and to continue to do so for so long as required by the Chief of Police or his/her designate.

- (2) The PTP shall produce the Chief of Police or his/her designate with such information as he or she shall require demonstrating that subsection 35(1) is being complied within 2 business days following a demand in writing from the Chief of Police or his/her designate.

### **Accessible Vehicles**

36(1) A Class B shall have a minimum of one (1) Wheelchair Accessible vehicles available for hire twenty-four hours per day for Basic Wheelchair or Ambulatory Service.

(2) A Class A the owner or broker's licence shall have a minimum of two (2) Wheelchair Accessible vehicles available for hire twenty-four hours per day for Basic Wheelchair or Ambulatory Service.

### **Conflict**

37(1) The provision under this Schedule shall prevail regarding a PTP where a conflict between this Schedule and Schedule "A" of By-law 2011-161 exists.

### **Validity**

38 Should a court of competent jurisdiction declare a part or whole of any provision of this Schedule to be invalid or of no force and effect, the provision or part is deemed severable from this Schedule, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under the law.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2019-195**

**STREET ASSUMPTION:** (PR1.89(5)) A by-law to assume for public use and establish as a public street that portion of Blake Avenue described as part PIN 31546-0012 (LT) Blake Av Plan 285 St. Mary's being Parts 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 Plan 1R13599 and that portion of Atlantic Street described as part PIN 31546-0031 Part Atlantic Street Plan 285 St. Mary's being Parts 16 and 17 Plan 1R13599.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the streets more particularly described as part PIN 31546-0012 (LT) Blake Avenue Plan 285 St. Mary's being Parts 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 Plan 1R13599 and part PIN 31546-0031 Part Atlantic Street Plan 285 St. Mary's being Parts 16 and 17 Plan 1R13599.

2. **EFFECTIVE DATE**

The by-law takes effect on the day of its final passing.

**PASSED** in open Council this 7<sup>th</sup> day of October, 2019.

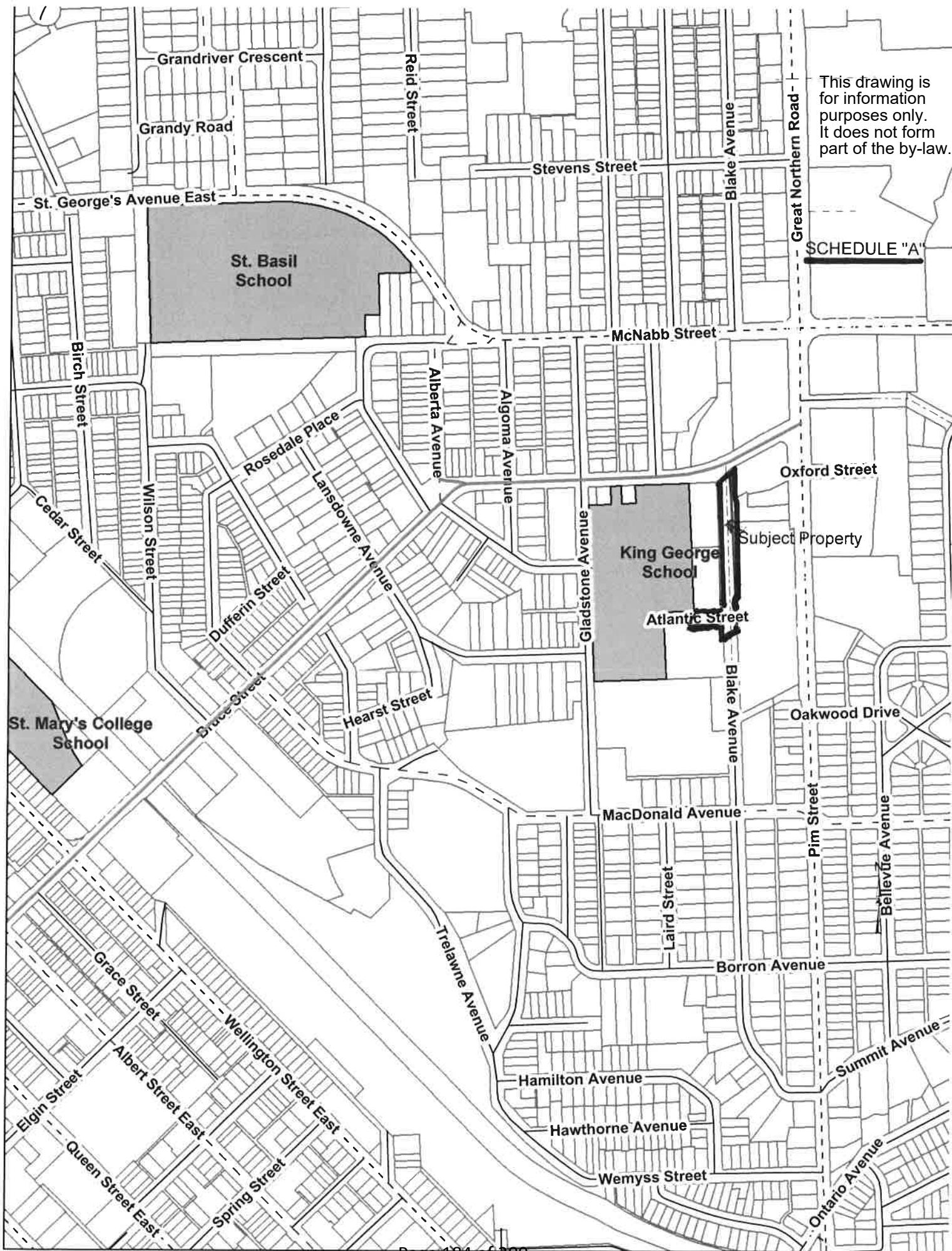
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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

This drawing is  
for information  
purposes only.  
It does not form  
part of the by-law.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2019-198**

**PROPERTY ACQUISITION:** (Map 9) A by-law to authorize the acquisition of property being a 1 foot by 1 foot strip of lands located at 1 McGregor Avenue (Meeka Tomasic and Michael Bruni).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

**2. EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for an in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

**3. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**4. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 7<sup>th</sup> day of October, 2019.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

## SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: Meeka Tomasic and Michael Bruni

PROPERTY: 1' by 1' strip of land4 (1 McGregor Avenue)

CONSIDERATION: One (\$1.00) Dollar (subject to usual adjustments)



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2019-197**

**PROPERTY:** (MAP 9) A by-law to declare the City owned property legally described as Part PIN 31539-0019 (LT) PCL 153 SEC AWS; PT WATER LT IN FRONT OF LT 11 CON 1 ST. MARY'S AS IN A1488 EXCEPT LT23601; SAULT STE. MARIE, as surplus to the City's needs and to authorize the disposition of the said property.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

**2. SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

**3. SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

**4. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 7<sup>th</sup> day of October, 2019.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2019-199**

**PROPERTY:** (PR1.89(5)) A by-law to declare the City owned property legally described as PIN 31546-0029 Lot 1 Block 7 Plan 285 being Parts 14 and 15 1R13599 and Part PIN 31546-0030 Part Lot 13 and 14 Block 8 Plan 285 being Parts 18 and 19 1R13599, as surplus to the City's needs and to authorize the disposition of the said property to Sault North Holdings Ltd. operating as Great Lakes Honda.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

**2. SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

**3. SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

**4. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 7<sup>th</sup> day of October, 2019.

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**MAYOR - CHRISTIAN PROVENZANO**

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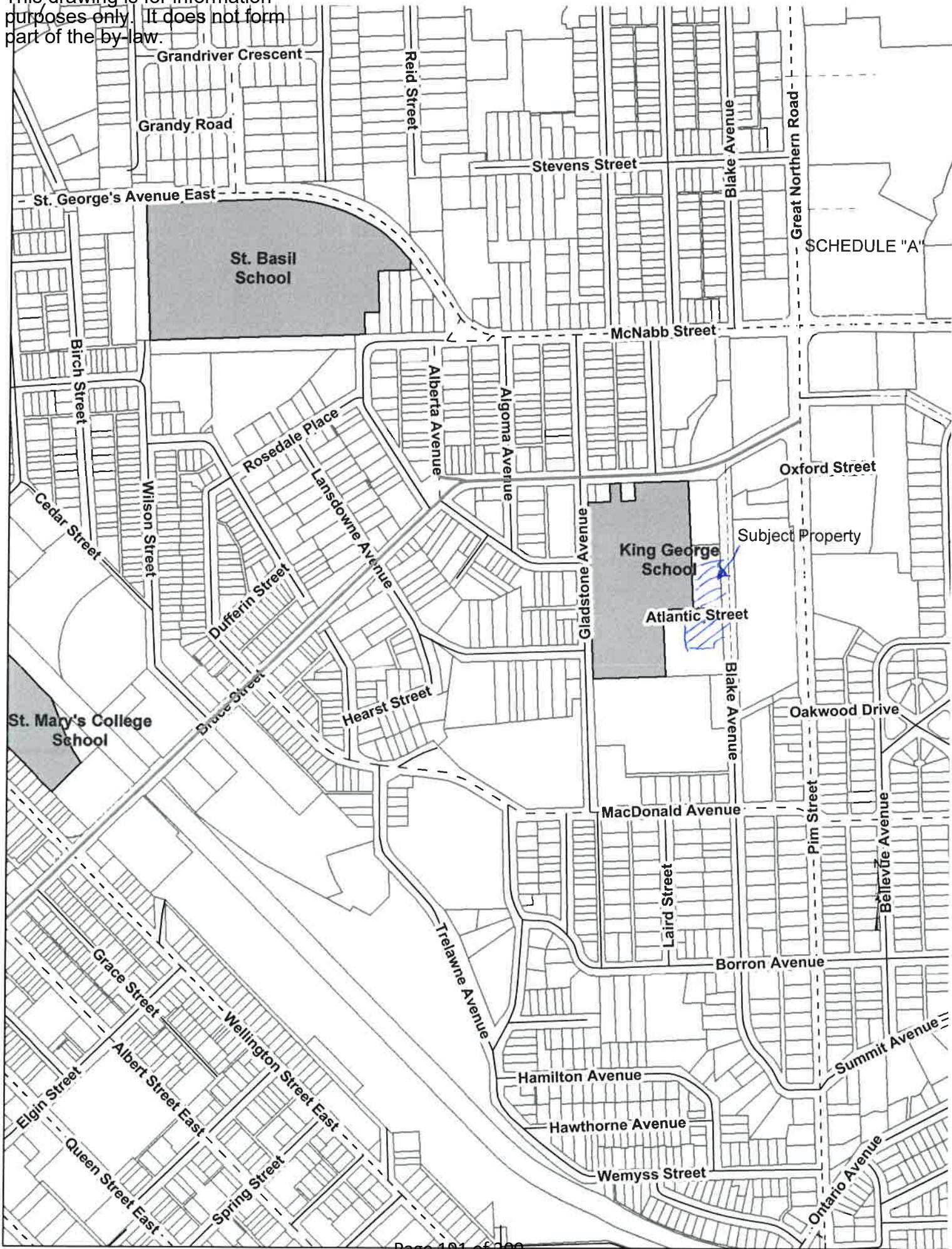
**CITY CLERK – RACHEL TYCZINSKI**

SCHEDULE "A" TO BY-LAW 2019-199

LEGAL DESCRIPTION: PIN 31546-0029 LOT 1 BLOCK 7 PLAN 285 BEING PARTS 14 AND 15  
1R13599; AND

PART PIN 31546-0030 PART LOT 13 AND 14 BLOCK 8 PLAN 285 BEING PARTS 18 AND 19  
1R13599.

This drawing is for information purposes only. It does not form part of the by-law.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-193**

**AGREEMENT:** (H1.18) A by-law to authorize the approval of the required execution by-law for the labour relations terms and conditions as they relate to the City of Sault Ste. Marie Paramedic Services transition from the Corporation of the City of Sault Ste. Marie to the District of Sault Ste. Marie Social Services Administration Board.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 7, 2019 between the City, UNIFOR Paramedics Local 1359 and the District of Sault Ste. Marie Social Services Administration Board , a copy of which is attached as Schedule "A" hereto. This Transition Agreement is for the labour relations terms and conditions as they relate to the City of Sault Ste. Marie Paramedic Services transition from the Corporation of the City of Sault Ste. Marie to the District of Sault Ste. Marie Social Services Administration Board.

**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 7<sup>th</sup> day of October, 2019.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

Final Version

**TRANSITION AGREEMENT**

**B E T W E E N:**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
("the City")

- and -

UNIFOR Paramedics Local 1359 ("the Union")

- and -

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES  
ADMINISTRATION BOARD  
("the DSSMSSAB")

WHEREAS the District of Sault Ste. Marie Social Services Administration Board ("the DSSMSSAB") is designated as the "District Social Services Service Manager" under the *District Social Services Administration Boards Act* and administers various programs as prescribed by law;

AND WHEREAS the DSSMSSAB is not renewing the purchase of service agreements with the City as delivery agent;

AND WHEREAS the employees listed in Schedule "A" hold positions that provide services to one or more of the DSSMSSAB programs, are employed by the Corporation of the City of Sault Ste. Marie ("the City") and are represented by UNIFOR, Local 1359 ("the Union");

AND WHEREAS the DSSMSSAB is working towards a transition, with a target transition date of January 1<sup>st</sup> 2020, that would result in it becoming the direct employer of the employees listed in Schedule "A" ("the proposed Transition");

AND WHEREAS the "Transition date" shall be the date upon which such transition actually occurs;

NOW WITNESSETH the parties have agreed as follows with respect to the rights and obligations in the event that the proposed Transition occurs:

The parties agree that the statements in the preamble shall form part of this agreement.

1. The parties agree that the proposed Transition will be a sale of a business within the meaning of section 69 of the *Labour Relations Act, 1995* and that the DSSMSSAB will be the successor employer within the meaning of section 69(2) of the Act.

**Final Version**

2. The DSSMSSAB acknowledges and the parties agree that the DSSMSSAB will become the successor employer of all employees listed in Schedule "A" on the Transition date within the meaning of section 69(2) of the *Labour Relations Act, 1995*.
  3. The DSSMSSAB acknowledges that it will, as of the Transition date, become the successor employer within the meaning of section 69(2) of the *Labour Relations Act, 1995* and be bound by the Collective Agreement between the City and the Union ("the City's Collective Agreement") attached as Schedule B, until such time as a new collective agreement is negotiated by the DSSMSSAB and the Union ("the DSSMSSAB Collective Agreement").
  4. The DSSMSSAB and the Union agree that Article 2 of the Collective Agreement shall be amended to reflect the change in name of the employer to DSSMSSAB during the next round of bargaining.
  5. It is agreed that the employees listed in Schedule 'A' shall have a seniority date as confirmed by the Union based on the most recent approved Seniority List provided by the City.
  6. The City and the Union agree that the proposed Transition will not constitute a layoff of employment under the City's Collective Agreement of the employees listed in Schedule "A" nor will those employees have the right to bump as a result of or arising from the proposed Transition. They will transfer to and become employees of the DSSMSSAB effective the Transition date. In the event that any such employee requests the opportunity to bump rather than be transferred to the DSSMSSAB, the parties agree that any such request shall not be permitted.
  7. The parties agree that the DSSMSSAB will assume carriage and responsibility for any outstanding grievances involving the affected employee listed in Schedule "A" being transferred to the DSSMSSAB, effective on the Transition Date.
  8. The DSSMSSAB and the Union agree that the affected employees listed in Schedule "A" will retain all seniority, and any existing and accrued sick days or bank; lieu days; vacation time (accrued) and discipline record accrued or developed during their employment with the City. All parties agree that the City will assume no liability with respect to vacation (accrued or paid) or sick bank after the Transition date and that such accruals and/or banks have no cash value. Further, all parties agree that, subject to paragraph 12 and 13 hereof, the City will have no responsibilities, obligations or liability with respect to the employees listed in Schedule "A" from and after the Transition date and that all such responsibilities, obligations and liability will be assumed by the DSSMSSAB effective that date.
- Note: It is understood and agreed that any union employee with remaining 2019 unused or remaining vacation (current calendar year) will be paid out as appropriate.
9. Subject to the consent of the affected employees listed in Schedule "A", the City shall transfer to DSSMSSAB the personnel records of all such affected employees, including but not limited to HR files, WSIB records, payroll records, health benefit

**Final Version**

records and forms, and disability records. The Union agrees not to counsel employees to not sign consent forms to release the above-referenced files.

10. Without limiting the generality of the foregoing, administrative and contractual responsibility for Pension and Benefits coverage for all affected employees listed in Schedule "A" shall become the sole responsibility of the DSSMSSAB. Subject to paragraph 13 hereof the City shall cease to have any obligation for Pension and Benefit coverage for any such employees from and after the Transition date.
11. Without limiting the generality of the foregoing, the DSSMSSAB shall have responsibility for disability benefits with respect to any employee listed on Schedule "A" who becomes ill or otherwise disabled after the Transition date. Employees listed on Schedule "A" who are not actively at work with the City due to disability on the Transition date shall remain the City's responsibility until such employees are able to return to active employment, at which time they will become employees of the DSSMSSAB, and the DSSMSSAB will assume all responsibilities, obligations and liability for such employees from that point forward.
12. Without limiting the generality of the foregoing and subject only to the express terms and conditions of this Transition Agreement, it is understood and agreed by all parties that the City will have no obligations, or liability with respect to the employees listed in Schedule "A" and any of their employment rights and entitlements from and after the Transition date.
13. The City and Union agree that if any disputes arise out of the obligations of the City or the Union, outlined this Transition Agreement, a mutually **agreeable** arbitrator will be selected for disposition of the matter. Should the parties not be able to agree upon an arbitrator either party may request that one be appointed in accordance with section 48 of the *Labour Relations Act*, 1995.
14. The DSSMSSAB and the Union acknowledge and agree that any dispute arising from the interpretation and/or application of this Transition Agreement (Transfer Agreement) shall be resolved through the grievance process under Article 10:00 within the applicable Collective Agreement. The parties acknowledge and agree that an arbitrator selected in accordance with the applicable Article(s), shall have the jurisdiction to interpret and apply this Agreement. Where there is a dispute or conflict between the Transition Agreement (Transfer Agreement) or Collective Agreement, the applicable Collective Agreement will supersede.

**Final Version**

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE

Per:

Mayor: \_\_\_\_\_  
I have authority to sign on behalf of the Corporation

City Clerk: \_\_\_\_\_  
I have authority to sign on behalf of the Corporation

SIGNED THIS 01 DAY OF October, 2019.

UNIFOR PARAMEDICS LOCAL 1359

Per: J. Shandor

I have authority to bind the Union

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

DISTRICT OF SAULT STE. MARIE SOCIAL  
SERVICES ADMINISTRATION BOARD

Per:

Board Chair: \_\_\_\_\_  
I have authority to bind the Organization

**Final Version**

**SCHEDULE “A”**

NOTE: THIS SCHEDULE WILL BE UPDATED IMMEDIATELY BEFORE THE TRANSITION DATE TO ENSURE THAT IT INCLUDES THE FOLLOWING CATEGORIES OF EMPLOYEES:

All permanent and temporary employees who hold full-time or part time bargaining unit positions that provide services to one or more of the DSSMSSAB programs and who are working in those positions.

**(NOTE: THE FOLLOWING LIST OF DSSMSSAB EMPLOYEES WILL BE AMENDED IMMEDIATELY PRIOR TO THE TRANSITION DATE)**

**(see Attached Spreadsheet)**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO 2019-196**

**STREET CLOSING & CONVEYANCE:** (PR7.1) 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.

**WHEREAS** the streets more particularly described as that portion of Blake Avenue described as part PIN 31546-0012 (LT) Blake Av Plan 285 St. Mary's being Parts 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 Plan 1R13599 and that portion of Atlantic Street described as part PIN 31546-0031 Part Atlantic Street Plan 285 St. Mary's being Parts 16 and 17 Plan 1R13599, in the Plummer Subdivision, Plan 285 were established as public streets and assumed for public use by By-law 2019-195;

**NOW THEREFORE THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to *the Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

**1. STREETS CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The streets more particularly described as that portion of Blake Avenue described as part PIN 31546-0012 (LT) Blake Av Plan 285 St. Mary's being Parts 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 Plan 1R13599 and that portion of Atlantic Street described as part PIN 31546-0031 Part Atlantic Street Plan 285 St. Mary's being Parts 16 and 17 Plan 1R13599, in the Plummer Subdivision, Plan 285, having been assumed by the Corporation for public use, are hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same are authorized.

**2. EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

**3. EASEMENTS TO BE RETAINED**

The streets are subject to the retention of easements if required.

By-law 2019-196

Page 2

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**READ the FIRST and SECOND time in open Council this 20<sup>th</sup> day of March, 2017.**

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

This drawing is  
for information  
purposes only.  
It does not form  
part of the by-law.

