

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

Monday, February 11, 2019

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	6 - 22
Mover Councillor L. Dufour	
Seconder Councillor R. Niro	
Resolved that the Minutes of the Regular Council Meeting of 2019 01 28 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor L. Dufour	
Seconder Councillor M. Bruni	
Resolved that the Agenda for 2019 02 11 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 2018 Municipal Heritage Award	
Chris Tossell, Jean Marie Wissell and Christine Viens.	
5.2 Heritage Week	
Virginia McLeod, Manager of Recreation and Culture	

5.3	Annual Report of Integrity Commissioner (Agenda Item 7.1.1)	23 - 35
	Antoinette Blunt, Ironside Consulting Services Inc.	
6.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor R. Niro	
	Resolved that all the items listed under date 2019 02 11 – Agenda item 6 – Consent Agenda be approved as recommended.	
6.1	Animal-Free Circus	36 - 39
	A report of the Director of Community Services is attached for the information of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor M. Bruni	
	Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2019 02 11 concerning Animal-Free Circus be received as information.	
6.2	Employment and Social Development Canada – Grant Agreement	40 - 43
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2019-33 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.3	Sault Ste. Marie Innovation Centre Amended Lease Agreement	44 - 48
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2019-31 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.4	Amendments to Applicable Parking By-laws to Address Increased Fines	49 - 52
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2019-32 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.5	Licence of Occupation – 765 Bonney Street – Algoma Steel Inc.	53 - 55
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	

The relevant By-law 2019-34 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1 Annual Report of Integrity Commissioner 2018 56 - 70

A report of the Integrity Commissioner is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the Annual Report of the Integrity Commissioner be received and the recommended amendments to the Complaint Protocol for Code of Conduct (Council and Local Boards) be approved.

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

7.8.1 CAO Recruitment 71 - 72

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that Council authorize the filling of the CAO vacancy which will occur at the expiration of the current CAO's contract;

Further that Council approve a Selection Committee consisting of the Mayor, Councillor _____ and Councillor _____.

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

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 L. Dufour

Seconder Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date 2019 02 11 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 2019-31 (Agreement) Sault Ste. Marie Innovation Centre

73 - 77

A report from the City Solicitor is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2019-31 being a By-law to authorize an amendment to the Agreement between the City and the Sault Ste. Marie Innovation Centre to expand the Leased area as stipulated in the existing Lease be passed in open Council this 11th day of February, 2019.

11.1.2 By-law 2019-32 (Parking) Amending Parking By-laws

78 - 80

A report from the Solicitor/Prosecutor is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2019-32 being a by-law to amend By-laws 77-200, 4001, 69-80, 2013-105 being a by-law to provide for the increase in parking fines set out in the foregoing by-laws be passed in open Council this 11th day of February, 2019.

11.1.3 By-law 2019-33 (Agreement) Enabling Accessibility Fund Seniors Drop-In Centre

81 - 89

A report from the Manager of Recreation and Culture is on the Agenda.

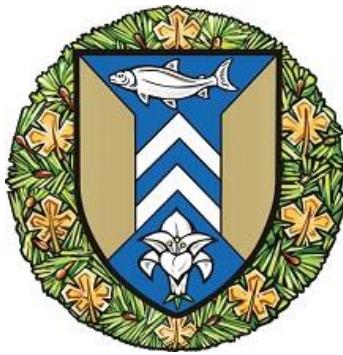
Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2019-33 being a By-law to authorize the execution of an Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development under its Enabling Accessibility Fund for the Seniors Accessible Ramp at the Seniors Drop-In Centre on Bay Street, be passed in

open Council this 11th day of February, 2019.

11.1.4	By-law 2019-34 (Agreement) Algoma Steel Inc. Air Monitoring Station	90 - 94
	A report from the Solicitor/Prosecutor is on the Agenda.	
	Mover Councillor L. Dufour	
	Seconder Councillor M. Bruni	
	Resolved that By-law 2019-34 being a by-law to authorize the execution of the Agreement between the City and Algoma Steel Inc. for use of the City lands known as civic address 765 Bonney Street for the purpose of placing and maintaining an air monitoring station be passed in open Council this 11th day of February, 2019.	
11.1.5	By-law 2019-35 (Zoning) 747 Great Northern Road (2604864 Ontario Ltd. C/O Craig Burgess)	95 - 97
	Council Report was passed by Council resolution on January 28, 2019.	
	Mover Councillor L. Dufour	
	Seconder Councillor M. Bruni	
	Resolved that By-law 2019-35 being a By-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 747 Great Northern Road be passed in open Council this 11th day of February, 2019.	
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	
14.	Adjournment	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor R. Niro	
	Resolved that this Council now adjourn.	



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, January 28, 2019

4:30 pm

Council Chambers
Civic Centre

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

Officials: A. Horsman, R. Tyczinski, L. Girardi, T. Vair, P. Johnson, K. Fields, P. Niro, S. Schell, D. McConnell, D. Elliott, M. White, F. Coccimiglio, F. Pozzebon, B. Lamming

1. Adoption of Minutes

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of 2019 01 14 be approved.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		

Councillor S. Hollingsworth	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

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 – A-1-19-Z – 747 Great Northern Road

One of the partners of the applicant is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the Agenda for 2019 01 28 City Council Meeting as presented be approved.

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

Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	11	0	0	Carried

5. Proclamations/Delegations

5.1 Sault Ste. Marie Golf Club 100th Anniversary

André Litalien was in attendance.

5.2 Bon Soo

Jeany White, Manager, Bon Soo, was in attendance.

5.3 Black History Month

Jane Omollo, African Caribbean Canadian Association of Northern Ontario was in attendance.

5.4 Missing and Murdered Indigenous Women

Jennifer Syrette, Indigenous Women Anti-Violence Task Force, was in attendance.

5.5 Corporate IT and Digital Strategy (Agenda Item 7.2.1)

John Naas, Partner – Blackline Consulting was in attendance.

5.6 Shape the Sault – Population and Employment Projections (Agenda Item 7.7.2)

Tom McCormack, President – Metro Economics was in attendance.

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that all the items listed under date 2019 01 28 – Agenda item 6 – Consent Agenda be approved as recommended.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		

Councillor S. Hollingsworth	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor R. Niro	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	10	0	1	

Carried

6.1 RFP – Utility Upgrades – Fort Creek Aqueduct Reconstruction – Final Invoicing

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated 2019 01 28 be received and that an additional \$22,891 be approved for the gas main relocation with the City's share being \$7,630.

Carried

6.2 RFP – Professional Services – Service Profile Development for Sault Ste. Marie

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

The relevant By-law 2019-26 is listed under Item 11 of the Minutes.

6.2.1 Development of a Municipal Service Profile Model

The report of the Chief Administrative Officer was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Chief Administrative Officer dated 2019 01 28 concerning a Municipal Reference Model Service Review be received and that KPMG LLP be engaged through an engagement letter to develop a municipal service profile model for City of Sault Ste. Marie municipal services using the Municipal Reference Model (MRM) framework.

Carried

6.3 Asphalt Placement Technology

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Engineering dated 2019 01 28 concerning asphalt placement technology be received as information.

Carried

6.4 Status Update on City Laneway Cleanup

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Solicitor/Prosecutor dated 2019 01 28 concerning Status Update on City Laneway Cleanup be received as information.

Carried

6.5 Status Update on Ridesharing Services

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Solicitor/Prosecutor dated 2019 01 28 concerning Status Update on Ridesharing Services be received as information.

Carried

6.6 Municipal Law Enforcement Appointment

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

The relevant By-law 2019-27 is listed under Item 11 of the Minutes.

6.7 River Road Pump Station

The report of the Land Development and Environmental Engineer was received by Council.

The relevant by-law 2019-28 is listed under item 11 of the Minutes.

6.8 Transit Pass Partnership with DSSMSSAB

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

The relevant By-law 2019-15 is listed under Item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.2.1 Corporate IT and Digital Strategy

The report of the Chief Administrative Officer was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved the report of the Chief Administrative Officer dated 2019 01 28 concerning Corporate IT and Digital Strategy be received and that the recommendations found in Blackline Consulting's report be referred to 2019 and future year budget deliberations for Council's consideration.

Carried

7.3 Community Development and Enterprise Services

7.3.1 Property Standards and Yard Maintenance By-Law Enforcement

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the Property Standards and Yard Maintenance By-Law enforcement process be received as information.

Carried

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-1-19-Z – 747 Great Northern Road

Councillor M. Shoemaker declared a conflict on this item. (One of the partners of the applicant is a client of law firm.)

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the Report of the Senior Planner dated 2019 01 28 concerning Rezoning Application A-1-19-Z be received and that the application to rezone the subject property from Highway Zone (HZ) to General Commercial Zone (C4) be approved subject to the following special exception:

- That residential dwellings and nursing and residential care facilities are excluded as permitted uses upon the subject property,

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

Carried

7.7.2 Shape the Sault – Population and Employment Projections

The report of the Senior Planner was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the Report of the Senior Planner dated 2019 01 28 concerning Population and Employment Projections be received as information.

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

Carried

7.8 Boards and Committees

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

8.1 Shadows of the Mind Film Festival

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor L. Dufour

Whereas the Shadows of the Mind Film Festival runs from Monday, February 25 to Sunday, March 1, 2019; and

Whereas the Shadows of the Mind Film Festival "is a film festival that showcases films and other art forms for two purposes: to entertain and to educate. By attracting audiences through the entertainment value of film, the film festival uses select films and events to increase awareness and education on mental health and addiction issues as well as other prevalent social topics as decided each year"; and

Whereas the Shadows of The Mind Film Festival is a not-for-profit organization; and

Whereas the primary venue for the film festival is the Grand Theatre; and

Whereas on some days during the week, the film festival will have films and panel discussions all day long; and

Whereas many patrons of the film festival attend in the morning and stay for the entire day, having lunch and dinner in the downtown area;

Now Therefore Be It Resolved that the 2-hour daily parking limit be waived at the Brock Albert parking lot to permit full free parking from Monday, February 25, 2018 to Friday March 1, 2019, all during the week of the Shadows of the Mind Film Festival.

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

Councillor R. Niro	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott			X	
Results	10	0	1	

Carried

8.2 Transit Single Use Passes – Local Agencies

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor L. Dufour

Whereas according to the Statistics Canada 2016 census, over 12% of citizens living in Sault Ste. Marie aged 65 years or older live on low incomes; and

Whereas economic status should not influence access to health care; and

Whereas many seniors do not qualify for transit assistance from other programs or services; and

Whereas local agencies, such as soup kitchens and shelters provide much needed support for low income children, youth, adults and seniors; and

Whereas the aforementioned agencies do not have the means or programs to provide transportation for essential medical appointments; and

Whereas senior citizens should have the ability to attend to doctors' appointments or other medically necessary appointments to ensure their health and well-being;

Now Therefore Be It Resolved that Transit services allocate single-ride transit passes to the Neighbourhood Resource Centre, The Soup Kitchen, St. Vincent's Place and Pauline's Place (a maximum of 50 passes for one calendar year to each agency) with passes to be distributed by the agency director and/or manager will to senior clients who do not qualify for transit pass support from any other sources for medical appointment access, with each agency to track passes that are distributed and report back by or before December 1, 2019.

Carried

8.3 Compliance for Property Standards and Yard Maintenance

Moved by: Councillor R. Niro

Seconded by: Councillor M. Bruni

Whereas the Chief Building Official has addressed Property Standards and Yard Maintenance By-Law Enforcement in his report to Council dated January 28, 2019; and

Whereas it is the will of Council to reduce the amount of time required to reach compliance for the City's Property Standards and Yard Maintenance By-Laws;

Now Therefore Be It Resolved that the four (4) recommendations suggested for reducing the time to reach compliance in the report dated January 28, 2019, be implemented by the Building Division as soon as it is possible to do so.

Carried

8.4 Immigration Pilot

Moved by: Councillor M. Shoemaker

Seconded by: Councillor C. Gardi

Whereas City Council passed a resolution on April 23rd, 2018, supporting the Northern Ontario Large Urban Mayors call for an immigration pilot for Northern Ontario, similar to the immigration pilot implemented in Atlantic Canada; and

Whereas the Federal Government has announced a national immigration pilot for rural and remote communities and Sault Ste. Marie qualifies for the pilot; and

Whereas migration and immigration and the development of our community's labour force are critical to our community's social and economic future; and

Whereas Sault Ste. Marie is a welcoming community that has demonstrated a willingness and an ability to accept and support the settlement of immigrants and, most recently, refugees; and

Whereas the Mayor has been actively lobbying and advocating for an immigration pilot for our community and has assembled a group of community stakeholders to assist with an application to participate in an immigration pilot;

Now Therefore Be It Resolved that City Council supports and endorses an application to participate in the national immigration pilot for rural and remote communities and hereby authorizes and directs the Mayor to work with the relevant community partners and stakeholders to complete and submit the application.

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**

January 28, 2019 Minutes

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

Resolved that all By-laws under item 11 of the Agenda under date 2019 01 28 be approved.

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

Carried

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

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

11.1.1 By-law 2019-15 (Agreement) Transit Pass Partnership

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

Resolved that By-law 2019-15 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie District Social Services Administration Board for a one (1) year pilot for a "flat fee for service" for transit services be passed in open Council this 28th day of January, 2019.

Carried

11.1.2 By-law 2019-16 (Regulations) Licensing Pawnbrokers

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

Resolved that By-law 2019-16 being a By-law to amend By-law 2003-52 (Licensing Pawnbrokers) be passed in Open council this 28th day of January, 2019.

Carried

11.1.3 By-law 2019-17 (Appointments to Local Boards) Various Boards

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

Resolved that By-law 2019-17 being a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be passed in open Council this 28th day of January, 2019.

Carried

11.1.4 By-law 2019-18 (Licensing) Plumbers

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

Resolved that By-law 2019-18 being a By-law to amend By-law 2003-54 (Licensing Plumbers) be passed in open Council this 28th day of January, 2019.

Carried

11.1.5 By-law 2019-19 (Regulations) Adult Entertainment Parlours

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

Resolved that By-law 2019-19 being a By-law to amend By-law 2002-165 (Adult Entertainment Parlours) be passed in open Council this 28th day of January, 2019.

Carried

11.1.6 By-law 2019-20 (Regulations) Licence Amusement Arcades

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

Resolved that By-law 2019-20 being a By-law to amend By-law 2003-50 (License Amusement Arcades) be passed in open Council this 28th day of January, 2019.

Carried

11.1.7 By-law 2019-21 (Agreement) Minister of Transportation Gas Tax Funds

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

Resolved that By-law 2019-21 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program be passed in open Council this 28th day of January, 2019.

Carried

11.1.8 By-law 2019-22 (Streets) Amend By-law 2008-131

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

Resolved that By-law 2019-22 being a By-law to amend Streets By-law 2008-131 be passed in open Council this 28th day of January, 2019.

Carried

11.1.9 By-law 2019-23 (Fees) Amend Committee of Adjustment By-law 2010-87

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

Resolved that By-law 2019-23 being a By-law to amend By-law 2010-87 (Minor Variance Fees for Commercial, Industrial Zoned Applications Committee of Adjustment) to be passed in open Council this 28th day of January, 2019.

Carried

11.1.10 By-law 2019-24 (Building) Amend By-law 2008-148

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

Resolved that By-law 2019-24 being a By-law to amend Schedule "A" to By-law 2008-148 (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 28th day of January, 2019.

Carried

11.1.11 By-law 2019-26 (Agreement) Proposal Service Profile Development

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

Resolved that By-law 2019-26 being a by-law to authorize the execution of the Proposal between the City and KPMG LLP for Service Profile Development for the City of Sault Ste. Marie on a single source basis be passed in open Council this 28th day of January, 2019.

Carried

11.1.12 By-law 2019-27 (Parking) Municipal Law Enforcement Officers

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

Resolved that By-law 2019-27 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 28th day of January, 2019.

Carried

11.1.13 By-law 2019-28 (Agreement) River Road 2019-5E

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

Resolved that By-law 2019-28 being a by-law to authorize the execution of the Contract between the City and Cecchetto & Sons Ltd. for urgent repairs on a leaking knife gate valve, including provision of temporary bypass pumping at the River Road Pump Station (Contract 2019-5E) be passed in open Council this 28th day of January, 2019.

Carried

11.1.14 By-law 2019-29 (Streets) Official Street Names List

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

Resolved that By-law 2019-29 being a by-law to re-adopt Official Street Names List be passed in open Council this 28th day of January, 2019.

Carried

11.1.15 By-law 2019-30 (Street Assumptions) Various Streets

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

Resolved that By-law 2019-30 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 28th day of January, 2019.

Carried

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 2019-25 (Local Improvement) McNabb Street

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-25 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on McNabb Street from Gladstone Avenue to Great Northern Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the first and second time in open Council this 28th day of January, 2019.

Carried

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

13. Closed Session

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that this Council proceed into closed session to discuss one labour relations and employee negotiations item and one item concerning the potential acquisition of property;

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 R.S.O. 2002 – section 239 (2) (d) labour relations and/or employee negotiations and section 239 (2) (c) proposed or pending acquisition or disposition of land)

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		

January 28, 2019 Minutes

Councillor S. Hollingsworth	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor R. Niro	X			
Councillor M. Bruni	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	10	0	1	Carried

14. Adjournment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that this Council now adjourn.

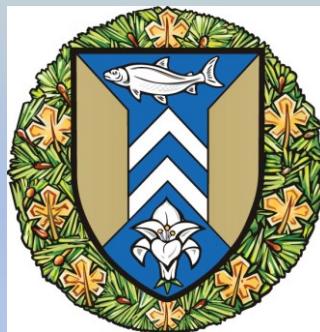
Majority	For	Against	Absent	
Mayor C. Provenzano	X			
Councillor P. Christian	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor S. Hollingsworth	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor R. Niro	X			
Councillor M. Bruni	X			
Councillor C. Gardi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

Mayor

Deputy City Clerk

Integrity Commissioner

THE CORPORATION OF THE CITY OF SAULT STE. MARIE



Term and Responsibilities

- Appointed by Council – May 1, 2018 until December 31, 2020
- Provision of services – established by Council:
 - Provide written & oral advice – interpretation & compliance – Code of Conduct for Council and Local Boards – governing ethical behaviour
 - Provide advice on interpretation of Code
 - Conduct inquiries or investigations as to whether or not contravention of Code has occurred
 - Attempt to settle complaint prior to commencing inquiry or investigation

Informal Complaints

- Recommended that anyone who identifies or witnesses behaviour or activity by member of Council or Local Board address prohibited behaviour directly with that person – try and resolve at an informal stage
- This is a means to resolve issues before they become formal but this is not a precondition or a prerequisite to pursuing a formal complaint

Formal Complaints

- Submitted to City Clerk's Department and sworn before a commissioner of oaths
- Clerk forward to Integrity Commissioner
- Must be accompanied by document or records – materials that could be evidence
- Must identify potential witnesses to incident

Jurisdiction of Integrity Commissioner

- If there is a procedure under other legislation or City Policy to deal with complaint then not within Integrity Commissioner's jurisdiction
- Includes matters such as:
 - Complaint provisions under Ontario Human Rights Code
 - Complaint of alleged criminal activity
 - Procedures under Municipal Conflict of Interest act or Municipal Elections Act
 - Complaints provisions of the Workplace Violence and Harassment Prevention Policy

Complaints Within Jurisdiction

- Integrity Commissioner delivers preliminary information report to open meeting of Council including:
 - Opinion as to appropriateness to conduct inquiry
 - Whether or not inquiry is under sections 33 and 34 of *Public Inquiries Act*
 - Preliminary indication of staff or consultations needed to assist
 - Estimated cost of inquiry
 - Estimated time to complete inquiry and prepare final report
 - If appropriate, recommendation to report allegation to police and suspend inquiry until police investigation completed

Other Roles and Responsibilities

- All advice confirmed in writing
- All inquiries completed fairly and complaints treated as confidential to extent possible and in accordance with Municipal Act
- All records kept confidential with limited access to City staff on “need to know basis”
- Ensure prompt investigations
- Report results of investigations at open meeting of Council

Actions by Council

- Council determines if any penalties to be imposed if Integrity Commissioner reports member has contravened Code
- Penalties could include:
 - Motion of reprimand
 - Suspension of remuneration for up to 90 days
 - Request the member return gift or benefit; repay value of benefit
 - Remove member from committee or local board appointment
 - Request apology
 - Withhold confidential materials/matters for period of time

No Retaliation

- Employee who files complaint will not be subject to penalty or retaliation provide complaint made in good faith and in reasonable belief by complainant the Code has been violated

Changes - Municipal Act – March 1, 2019

- Defines what the City has already captured in Code and Complaint Protocol
- 223.2 – municipality shall establish code of conduct for members of the council and local boards
- 223.3 – appointment of Integrity Commissioner – reports to Council and performs in an independent manner, the functions assigned by municipality

Proactive and Preventative Measures

- Serve constituents in a conscientious and diligent manner
- Perform your role with integrity, avoiding improper use of influence of your office and conflicts of interest both real and apparent
- Perform duties in manner that promotes public confidence and will bear public scrutiny
- Serve public interest by upholding the letter and spirit of laws and policies

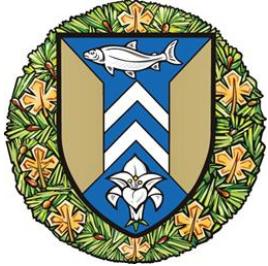
Proactive and Preventative Measures

- Seek information and advice if unsure or if you have any questions
- Review the Code of Conduct
- Review the Complaints Protocol
- And learn and grow in your role: Remember and govern in this manner such that:

“Your word is your bond; that you do what you say you're going to do. That you treat people with dignity and respect, even if you don't know them and even if you don't agree with them.” Michelle Obama

Questions/Conclusion

- Any questions?
- Thank you for your attention and participation tonight
- It is my pleasure to be able to serve our community and to support our City Council and Local Boards



The Corporation of the City of Sault Ste. Marie

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

February 11, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Animal-Free Circus

PURPOSE

This report has been prepared for Council's information.

BACKGROUND

At the June 11, 2018 Council Meeting the following resolution was passed to investigate animal-free entertainment options available.

Moved by: Councillor J. Hupponen Seconded by: Councillor M. Shoemaker

Whereas By-law 2018-19, a new and enhanced animal care and control by-law was passed on May 28, 2018 to ban domestic animals such as dogs and horses in animal exhibitions in the City of Sault Ste. Marie; and

Whereas the "Super Spectacular Circus" uses dogs and horses in their performances and therefore will be banned from including Sault Ste. Marie in their traveling circuit unless they can offer an animal-free circus event; and

Whereas circuses have been coming to our city for many years as a form of family entertainment; and

Whereas it would be disappointing to many residents if the event were not replaced; and

Whereas animal-free circuses can offer an extravaganza with an array of acrobats, clowns, dancers, magicians and jugglers; and

Whereas animal-free circuses are growing in popularity throughout the country

Now Therefore Be It Resolved that staff be requested to investigate animal-free entertainment options available within one calendar year.

ANALYSIS

City staff has reviewed the options to engage Animal-Free Circus shows and similar events in line with the resolution.

Through our research, we have identified a number of Animal-Free Circus providers that will tour in Canada from time to time. They are noted in Appendix A. It should be noted that it is a challenge to attract these types of shows to the community without paying an up-front fee. The best opportunity to secure this type of show is when they are on a Canadian Tour with a potential stop in Sault Ste. Marie.

In the past Staff have been successful in attracting shows that would fall into this category (recognizing the shows featuring animals are no longer permitted). They are as follows:

Super Circus Spectacular - May 26, 2017
Super Circus Spectacular – June 3, 2016
Little Ray's Reptile Zoo - May 23 - 25, 2013
Cirque du Soleil Drallion - November 2 - 6, 2014
Cirque Du Soleil Quidam - May 10 - 13, 2012
Circus Garden Zoom Street - May 1 - 3, 2009
Blue Man Group - October 18, 2009
David Copperfield - October 11, 2008
Garden Bros Circus - May 7 - 8, 2007

Staff remains committed to attracting diverse entertainment options as a part of our annual objectives. We will continue to follow up with promoters and colleagues in the industry as opportunities arise to attract shows that have a focus on acrobats, clowns, dancers, magicians and jugglers as identified in the resolution.

FINANCIAL IMPLICATIONS

There will be no financial impact to the budget, as this will be accommodated within the existing Marketing budget.

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.
- Promotes and supports Arts & Culture through the Quality of Life Pillar.

Animal-Free Circus

2019 02 11

Page 3.

- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2019 02 11 be received.

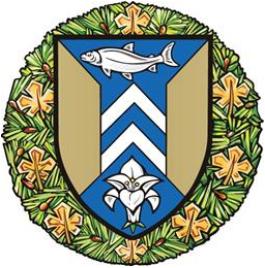
Respectfully submitted,



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

Appendix A: Animal-Free Circus Opportunities

CIRCUS	TOUR	DESCRIPTION
Big Top Out the Box Circus 1-844-542-4728 info@bigtopoutthebox.com	North America	No Audience members become a part of the experience and get a chance to interact with characters in the show.
Bindlestiff Family Cirkus P.O. Box 386 New York, NY 10009 718-963-2918 1-877-BINDLES; cirkus@bindlestiff.org bindlestiff.org	U.S., Canada, and Europe in the spring and summer	No This is a vaudeville-like show that performs mostly at festivals and other events and offers workshops and exhibitions to schools and universities.
Circo Osorio - American Crown; americancrowncircustickets.com	Tours throughout the U.S. and Canada	Designed with a family audience in mind, the intimate setting under a big top provides spectators up-close and personal exposure to the circus.
Circus Finelli 522 Haight St. San Francisco, CA 94117 415-545-8393; mail@circusfinelli.com circusfinelli.com	Internationally, based in the San Francisco Bay Area	Four unruly female clowns present a Slavic slapstick cabaret with daring comedy and dangerous cutlery. See sights to entice and delight: juggling, acrobatics, contortion, dance, and disaster. It's all set to the tune of European accordion and vaudeville ukulele music.
Cirque Éloize 417, rue Berri Montréal H2Y 3E1 Québec, Canada 514-596-3838 eloize@cirque-eloize.com cirque-eloize.com	U.S. (fall), Canada, and Europe	This circus combines theater with acrobatic performances, poetry, and circus thrills. Acrobats, clowns, jugglers, trapeze artists, and musicians team up to create a rich and subtle tango of emotions. Cirque Éloize also has expertise in staging modern circus entertainment for private galas and corporate events.
Flying Fruit Fly Circus 609 Hovell St. Albury, NSW 2640 Australia 02-6043-0777 info@fruitflycircus.com.au fruitflycircus.com.au	Internationally, year-round	Performances are a blend of circus, dance, theater, and live percussion with attitude. Australia's Flying Fruit Fly Circus has established itself as one of the world's premier youth performing arts companies. Its mission is to promote and enhance the educational and cultural development of young people by offering high-quality circus training and by producing and taking contemporary circus performances on tour.
Flying High Circus FSU Circus P.O. Box 3064026 Tallahassee, FL 32306-3064 850-644-4874 circus@admin.fsu.edu circus.fsu.edu	U.S. (primarily in the Southeast), occasionally tours in the Bahamas, Canada, the Dominican Republic, Europe and the Virgin Islands.	Performances feature high-wire acts, juggling acts, bicycle tricks, and acrobatics. The Flying High Circus performs on the road for a number of sponsored events. Shows range from 30 minutes in length to more than two hours for all kinds of gatherings—including fairs, public or private fundraisers, and conventions. Performances can be held indoors, outdoors, or under the circus's own big top.
Imperial Circus, 8815 Conroy Windermere Rd. Ste. 407 Orlando, FL 32835 407-993-4000 producer@imperialcircus.com	Internationally	Considered the best of all Chinese circuses, it has played an important role in cultural exchanges between China and other nations. Its excellent performances have been warmly welcomed and greatly appreciated by audiences around the globe.
Les 7 Doigts de le Main 225, rue Roy, Bureau 205 Montréal H2W 1M5 Québec, Canada 514-521-4477 info@7doigts.com 7doigts.com/en/the-company	Europe, Canada, and large venues in the U.S.	The joyous, surreal universe of this circus is filled with the beauty of awe-inspiring aerialists, the startling precision of talented jugglers, the breathtaking exploits of graceful acrobats, and the wit and humor of seven young international circus performers.
Cirque Italia	https://cirqueitalia.com/	This traveling circus specializes in a European performance style. Its "Aquatic Spectacular" features a water stage and aquatic-based performances
Cirque Éloize	https://www.cirque-eloize.com/en/	Based in Québec, this circus weaves traditional thrills—including those of awe-inspiring aerialists, precision jugglers, and graceful acrobatics—into narratives, creating a dramatic, sophisticated blend of theater and circus.
Source:		
https://secure.mediapeta.com/peta/pdf/Animal-Free-Circuses-pdf.pdf		
https://www.peta.org/living/entertainment/animal-free-circuses/		



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

February 11, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Employment and Social Development Canada – Grant Agreement

PURPOSE

The purpose of this report is to seek Council approval to enter into an agreement with Employment and Social Development Canada (ESDC) under its Enabling Accessibility Fund for the Seniors Accessible Ramp at the Seniors Drop-In Centre on Bay Street.

BACKGROUND

The ESDC - Enabling Accessibility Fund is a federal Grants and Contributions program that supports capital costs of construction and renovations related to improving physical accessibility and safety for people with disabilities in Canadian communities and workplaces.

At the July 16, 2018 meeting of City Council the following resolution was passed:

“That the report of the Manager of Recreation and Culture dated 2018 07 16 concerning Enabling Accessibility Fund – Grant Application be received and the recommendation that staff be authorized to apply to the Employment and Social Development Canada – Enabling Accessibility Fund to construct a new accessible ramp for the Seniors Drop In Centre on Bay Street be approved.”

The Recreation and Culture Division submitted an application on July 26, 2018 to the Enabling Accessibility Fund.

ANALYSIS

The ESDC Enabling Accessibility Grant, Community Accessibility Stream provides funding to improve accessibility and safety for people with disabilities in communities across Canada. The improvements must be addressed through construction, renovation and/or retrofit activities in community spaces where

programs and/or services are offered, or will be offered, to people with disabilities.

The Seniors Drop-In Centre at 619 Bay Street provides year round programming to adults 55+ in our community.

The total estimated cost of the project is \$85,000, which will include a replacing the south side access ramp, improving the accessible parking, and the addition of hand rails along the building. This is the main entrance for the seniors programming. The ramp replacement will provide easier access from the accessible parking spaces located on each side of the existing ramp.

FINANCIAL IMPLICATIONS

The ESDC Enabling Accessibility Fund has approved \$48,000 for this project. The Seniors Advisory Council (letter attached) has committed \$25,000. In addition, City Staff is requesting allocation of \$12,000 from funds bequeathed to the Seniors Centre by the Estate of Myrtle Kell which is currently held in the Parks and Recreation Reserve.

STRATEGIC PLAN / POLICY IMPACT

This matter is referenced in the Corporate Strategic Plans, Focus Areas: Infrastructure and Quality of Life.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2019 02 11 concerning Enabling Accessibility Fund Agreement be received and Council authorize staff to enter into an agreement with Employment and Social Development Canada for funding in the amount of \$48,000 for an Accessible Ramp at the Seniors Drop-In Centre;

Further, that Council approve \$12,000 from the Parks and Recreation Reserve Fund be approved.”

“The relevant By-law 2019-33 appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



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

Employment and Social Development Canada – Grant Agreement

2019 02 11

Page 3.

July 20, 2018

To Whom It May Concern:

Subject: Re-Development of Accessibility Ramp Walkway

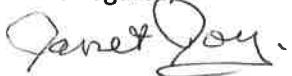
As a concerned stakeholder of the facility, we wholeheartedly support The City of Sault Ste. Marie in their request for funding with the reconstruction of the Ramp Walkway located behind the Senior Citizens Drop-In Centre, at 619 Bay Street. The ramp walkway is presently adjacent to the senior's parking lot and provides access for all our senior patrons into our facility.

This ramp is in need of changes, by removing the existing barriers and providing accessible alternatives to this new and improved ramp walkway this ramp will provide our seniors a more modern, efficient access into our facility.

The Senior Citizens Advisory Council has agreed to provide the sum of \$25,000 dollars to support the City of Sault Ste. Marie in their endeavor. This project will definitely enhance and improve a shorter access to and from the accessible parking spots in our existing lot.

In short, we strongly encourage you to approve the City of Sault Ste. Marie in their application.

Kind regards,



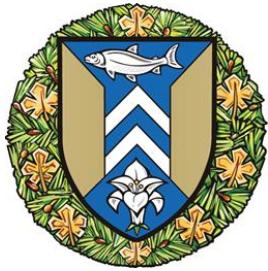
Janet Joy

Senior Citizens Advisory Council Member



Margale Clarke

Senior Citizens Advisory Council Member



The Corporation of the City of Sault Ste. Marie

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

February 11, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: Sault Ste. Marie Innovation Centre Amended Lease Agreement

PURPOSE

The purpose of the Report is to request Council's authorization of an Amending Agreement between the City and the Sault Ste. Marie Innovation Centre ("SSMIC") to expand the Leased area as stipulated in the existing Lease.

BACKGROUND

The City of Sault Ste. Marie entered into a Lease with SSMIC to lease a portion of the 6th floor of 99 Foster Drive. The Lease was entered into on February 6, 2017 and remains in force.

ANALYSIS

Since this Lease was entered in to, SSMIC has realized a need for additional space. Providing the additional space is supported by the Supervisor of Building Services and Deputy CAO – PWT & Engineering Services.

FINANCIAL IMPLICATIONS

The increase in rented space will involve an increase in the rent as per the Amending Agreement.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-31 authorizing the execution of an Amending Agreement between the City and SSMIC appears elsewhere on the Agenda and is recommended for Approval.

Respectfully submitted,

Karen Fields
City Solicitor
KF/lv

Schedule "A"

Lease Amending Agreement

THIS LEASE AMENDING AGREEMENT is hereby executed the 21st day of January, 2019

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Landlord")
Of the First Part

– and –

SAULT STE. MARIE INNOVATION CENTRE

(the "Tenant")
Of the Second Part

1. BACKGROUND

The Tenant and Landlord have entered into a lease agreement (the "Lease") with each other. The Lease commencing February 6, 2017, governs the occupancy of the property located at 99 Foster Drive (6th floor), Sault Ste. Marie, Ontario P6A 5X6 (the "Premises").

The Tenant and the Landlord wish to amend the Lease on the terms and conditions set forth in this amending agreement (the "Agreement").

This Agreement constitutes the first amendment to the Lease.

IN CONSIDERATION OF the Landlord agreeing to the amendment of the Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following conditions:

2. AMENDMENT

The lease is amended as follows:

- i. Schedule "A" of the original Lease which sets out the area of the leased Premises will no longer be valid and a new Schedule "D" will replace it. A copy of Schedule "D" is appended to this agreement.
- ii. The area of the leased Premises for the purpose of this Agreement shall consist of the space set out in Schedule "D".
- iii. The area to be leased pursuant to this agreement will increase from 6774 square feet to 7936 square feet.

3. NO OTHER CHANGE

Except as otherwise expressly stated herein, all of the terms and conditions of the Lease remain unchanged and in full force and effect.

4. HEADINGS

Headings are inserted solely for the convenience of the parties and shall not be taken into consideration when interpreting this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Amending Agreement effective as of the date written above.

**THE CORPORATION OF THE
CITY OF SAULT STE. MARIE**

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SAULT STE. MARIE INNOVATION CENTRE

NAME: PETER BRUNNS
TITLE: EXECUTIVE DIRECTOR

NAME:
TITLE:

I/We have the authority to bind the corporation

6th Floor City Hall Current Layout

Jan. 17, 2019



Don MacLennan

To: Orsalina Naccarato
Subject: RE: Schedule "D"

From: Karen Fields
Sent: Tuesday, January 22, 2019 2:38 PM
To: 'd.maclennan@ssmlc.com' <d.maclennan@ssmic.com>
Cc: Roger Caron <r.caron@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>
Subject: Schedule "D"

Hi Don

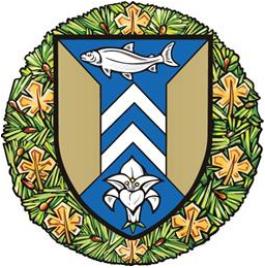
Attached is the additional space that we referred to as Schedule D. to the amended Lease agreement, originally received from Roger Caron. My apologies for not attaching it to the 4 copies.

Best

Karen



Karen Fields
City Solicitor
Legal Department
City of Sault Ste. Marie
t. 705.759.5407
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

February 11, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Amendments to Applicable Parking By-laws to Address Increased Fines

PURPOSE

The purpose of this report is to request Council's approval of a recommended increase to the applicable City Parking By-law fines and structure.

ATTACHMENT

Attached as Schedule "A" is a table depicting the current fine structure/amounts payable and the proposed increases. For comparison, other municipal set fines are along side.

BACKGROUND

During the course of the City's existence, it has periodically created Parking By-laws. The offences and fines created by these By-laws are known and enforced as Part II's. In order to enforce municipal parking legislation by way of a Part II, Council must approve any set fine and the Ministry of the Attorney's General Office by means of the Regional Senior Justice of the Ontario Court of Justice will review and create an Order endorsing any change.

The various Parking By-laws ensure public safety by prohibiting parking in various fire routes and near fire hydrants, prohibits unauthorized parking to increase available parking to the desired user groups, ensures proper room for traffic circulation in general and during winter snow removal, and enforces fund allocation for paid private and municipal lots.

The City has By-law 77-200, 4001, 68-80, and 2013-105 being by-laws that regulate parking collectively in Sault Ste. Marie. The Legal Department has reviewed the By-law and with the assistance of CSD, and City Police Service has concluded that our Parking enforcement fines are lesser by an average of fifty percent in comparison to municipalities of like size and structure. The attached

Amendments to Applicable Parking By-laws to Address Increased Fines

2019 02 11

Page 2

table sets out these differentials. It is important to note that many of these fines have not received periodic increases to stay in line with cost of living and general affordability. The last amendment to these fines was in 1984 and 1989.

The City Police Service, CSD and Legal Department have undertaken to look at counteracting and offering an overall better parking enforcement mechanism to the constituents that are affected by parking offenders. Increasing the fines are required to both support this venture and better deter parking violators.

ANALYSIS

Review of the applicable by-laws revealed a significantly low trend in the current fine structure in comparison to other municipalities of like size and structure. To address this concern, Legal recommends that the applicable by-laws be amended. The proposed amendments to the by-laws are two-fold. First, they include increased fines that will directly address the judicial concept of deterrence, explained hereunder. Second, the amendments include an Early voluntary payment mechanism that should see fewer contested matters before the courts and a reductions in collection costs.

The first point of such an amendment is to create a balance between the offence itself and the deterrence served by the fine implemented. Legal is in support of the attached increases and feels that they are fair and justified in comparison to other municipalities, as well, the principal factor being deterrence will be better served.

Deterrence is the judicial concept behind any monetary fine and its goal is to deter the offender from undertaking the prohibited act both generally, meaning everyone, and specifically, meaning the person committing the act. The fine should sting but not overly burden the offender. Legal's evaluation of the current fines has revealed that this concept is being under-minded. For example at the City's current fine structure it would be more lucrative for a constituent attending the Downtown core to park for a day at a meter without payment rather than allocating any per hour funds, as the resulting ten-dollar fine is less than the latter.

Secondly, in reviewing other municipal structures it became apparent that an Early voluntary payment option is being utilized by other municipalities as an incentive to have offenders make a payment within 7 days of the offence to receive up to a 1/3 reduction in the fine amount. The City's current framework does not have such an approach. Example of the impact of such reductions are part of the table attached hereto. Transit and Central Collections both would be tasked with negotiating the reduced rate at the time of payment. The application of this type of structure to the City's current fine framework is supported by Legal in hopes that fines will be paid in a timelier manner, which should in turn reduce collection costs as well as the need for prosecutorial action.

Amendments to Applicable Parking By-laws to Address Increased Fines

2019 02 11

Page 3

Overall, the effect of the increased fines and early voluntary payment should yield a neutral effect when factoring in the desire for increased enforcement to alleviate constituents concerns.

Should Council elect to support the proposed fine increase and framework, City staff believes that the same will put them in a better position to work alongside the City Police Service to develop more effective and cost efficient Parking By-law enforcement solutions in the near future.

FINANCIAL IMPLICATIONS

By way of the higher fines, the City should realise improved revenue contributions to the Memorandum of Understanding for Provincial Offences Enforcement held by it and its eighteen municipal partners, which will be subject to any applicable expenditure, including but not limited to the costs of prosecution and collections.

STRATEGIC PLAN / POLICY IMPACT

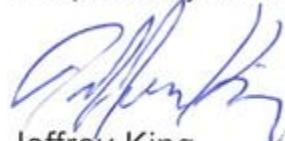
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-32 being a by-law to amend By-law 77-200, 4001, 69-80, and 2013-105 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



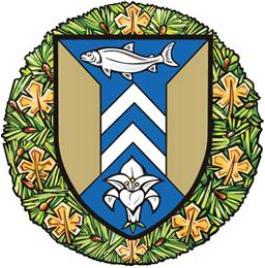
Jeffrey King
Solicitor/Prosecutor

JK/lv
Enclosure

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\Traffic Parking Amend.docx P7

Schedule “A”

Parking Fine Comparisons														
	SSM		SSM-NEW		Sarnia		North Bay		Timmins**		Thunder Bay		Sudbury	
	Fine	Fine	Fine	Fine	Fine		Fine		Fine	Fine		Fine	Fine	
	Dollar Amount \$	Within	Set	Dollar Amount \$	Within	Set	Within	Set	Within	Set	Within	Set	Within	Set
Infraction	Set Fine	7 Days (\$)	Fine (\$)	Set Fine	7 Days (\$)	Fine (\$)	5 days (\$)	Fine \$						
At Expired Meter	10	20	25	20	20	30	8	12	15	20	20	25		
In a Prohibited Area Signed	15	25	35	30	30	45	10	15	25	30	25	30		
In a Fire Route	25	55	60	50	65	75	50	75	25	30	75	75		
Handicapped	300	300	350	300	300	325	300	300	305	305	350	350		
On Private Property	15	25	30	20	30	45	10	15	25	30	25	30		
In Excess of Posted Time Limit	10	30	35	20	35	45	10	15	25	30	25	30		
Overnight parking in winter	15	45	50	20	35	45	50	75	40	50	60	75		



The Corporation of the City of Sault Ste. Marie

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

February 11, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Licence of Occupation – 765 Bonney Street – Algoma Steel Inc.

PURPOSE

The purpose of this report is to request Council's approval for a Licence of Occupation between the City and Algoma Steel Inc. ("Corporation") for use of the City lands known as civic address 765 Bonney Street for the purpose of placing and maintaining an air monitoring station.

ATTACHMENT

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

BACKGROUND

The Public Works Department has agreed to the Corporation's use of the said property and the Legal Department noted that an agreement is required. A similar agreement was entered into in 2008 with the Ministry of the Environment for the same purpose and at the same location. Changes in industry practice has resulted in the Corporation now providing for the air monitoring.

ANALYSIS

The Licence is for a term of one (1) year and continues thereafter from year to year until terminated. The Licence can be terminated by the City or the Corporation not less than sixty (60) days prior to the expiration of the Term or any Renewal Term. The Licence requires the Corporation to maintain insurance, while also naming the City as "Additional Insured". Further, the Agreement allows and indemnifies against the use of the property by any invited party by the Corporation.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

Licence of Occupation – 765 Bonney Street – Algoma Steel Inc.

2019 02 11

Page 2.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-34 which authorizes the execution of a Licence of Occupation between the City and Algoma Steel Inc. appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/tj
Enclosure

AG177\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\OPEN Licence of Occupation 765 Bonney Street.docx

SCHEDULE "A"

765 Bonney Street, Sault Ste. Marie
Location for Air Monitoring Station



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

(Covering the period from May 1, 2018 until December 31, 2018)

Prepared By: Antoinette Blunt, President, Ironside Consulting Services Inc.

Date: February 6, 2019

Table of Contents

Background	3
Code of Conduct	3
Role of Integrity Commissioner	4
Recommended Amendments to Appendix "A" Complaint Protocol for Code of Conduct (Council and Local Boards).....	4
Recommended Amendments to Appendix "B" Request for Investigation Code of Conduct for Members of Council and Local Boards.....	6
Receipt of Formal Complaints.....	6
Expenditures During Period	7

Background

On May 1, 2018, the Council of the Corporation of the City of Sault Ste. Marie, appointed Antoinette Blunt, President, Ironside Consulting Services Inc. as the city's first Integrity Commissioner. The period of appointment is from May 1, 2018 until December 31, 2020. This report represents the services provided from the date of appointment of May 1, 2018 until December 31, 2018.

The Code of Conduct (Council and Local Boards), was approved by Council on December 11, 2017, as Bylaw 2017-242.

Code of Conduct

In the purpose of the Code of Conduct it is stated that it is "a written Code of Conduct for Council and local boards helps to ensure that the members of Council, advisory committees, and local boards of the municipality (as defined in the *Municipal Act*) share a common basis for acceptable conduct. This Code is designed to provide a reference guide and a supplement to the legislative parameters within which the members must operate. These standards should enhance public confidence that Sault Ste. Marie's elected and appointed representatives operate from a base of integrity, justice and courtesy. The key principles underlining the Code of Conduct are:

- a. All members shall serve and be seen to serve their constituents in a conscientious and diligent manner;
- b. Members should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both real and apparent;
- c. Members are expected to perform their duties in office in a manner that promotes public confidence and will bear close public scrutiny;
- d. Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws and policies established by the Federal Parliament, Ontario Legislature and City Council.

Municipal Council members hold positions of privilege; therefore, they must discharge their duties in a manner that recognizes a fundamental commitment to the wellbeing of the community and regard for the integrity of the Corporation. The purpose of the Code of Conduct is to: protect the public interest; encourage high ethical standards among members of Sault Ste. Marie City Council and local boards; provide a universal understanding of the fundamental rights, privileges, and obligations of members of Sault Ste. Marie City Council and local boards; provide a means for members of Sault Ste. Marie City Council and local boards to obtain information on some contemplated conduct in circumstances where they are uncertain as to the ethical appropriateness of that conduct."

Role of Integrity Commissioner

The role of the Integrity Commissioner is defined in the Municipal Act, 2001 and further, in the City's *Complaint Protocol for Code of Conduct (Council and Local Boards)*. The process for the Integrity Commissioner applies to members of Sault Ste. Marie City Council and its local boards as defined in section 223.1 of the *Municipal Act* (members). As Integrity Commissioner, "responsibilities include the following:

1. To provide written and oral advice to members and City staff concerning the interpretation of and compliance with the Code of Conduct for Council and Local Boards governing the ethical behaviour of the members (the "Code");
2. To provide Council and its local boards with specific and general opinions and advice on the interpretation of the Code;
3. To conduct inquiries into a request made by Council, a local board, a member of City staff or any person demonstrably acting in the public interest into whether a member has contravened any application provision of the Code;
4. To attempt to settle any complaint between the complainant and the member before commencing an inquiry."

Recommended Amendments to Appendix "A" Complaint Protocol for Code of Conduct (Council and Local Boards)

The Integrity Commissioner has undertaken a review of the Complaint Protocol for amendments. These recommendations are made for the purpose of clarification and not to alter the intent of the protocol with the exception of a recommendation regarding the management of formal complaints.

Under the section titled "Integrity Commissioner", the sections noted below in bold are the recommended amendments:

"The City of Sault Ste. Marie Integrity Commissioner shall be responsible for the provision of services as established by Council which will include the following:

1. To provide written and oral advice to members and City staff concerning the interpretation of and compliance with the Code of Conduct for Council and Local Boards governing the ethical behaviour of the members (the "Code");
2. **To review the Code of Conduct to ensure it accurately reflects best practice for the conduct of members of Council, local boards, members of City staff or any person demonstrably acting in the public interest and recommending any amendments thereto;**
3. To provide Council and its local boards with **training regarding the Code of Conduct, the role of the Integrity Commissioner**, specific and general opinions and advice on the interpretation of the Code;
4. To conduct inquiries **or investigations as appropriate**, into a request made by Council, a local board, a member of City staff or any person demonstrably acting in the public interest into whether a member has contravened any application provision of the Code;

5. To attempt to settle any complaint between the complainant and the member before commencing an inquiry.”

Under the section titled “Informal Complaints in the preamble, add the phrase “and its Local Boards” as follows:

“Any individual who identifies or witnesses behaviour or activity by a member of Council **and its local boards** that appears to be in contravention of the Code of Conduct for Council and Local Boards may address the prohibited behaviour or activity themselves in the following manner”

Under the section titled “Formal Complaints”, specifically sections 1., 2., 3., and 4., the sections noted below in bold are the recommended amendments:

1. “All complaints or requests for inquiries shall be submitted to the City Clerk’s Department and sworn before a commissioner of oaths in the form provided in Appendix “B” and the Clerk shall forthwith forward the complaint to the Integrity Commissioner.
2. All complaints or requests for inquiries must clearly state:
 - a. The member to whom the complaint relates
 - b. The nature of the alleged contravention
 - c. The specific provision(s) of the Code allegedly contravened;
 - d. Names of any witnesses to the alleged contravention; and
 - e. Written material in support of the alleged contravention.
3. **All complaints or requests for inquiries must be accompanied by all written materials (documents or records), considered to be relevant to the complaint or requests for inquiry.**
4. Upon receipt of a complaint or request for inquiry, the Integrity Commissioner shall first determine if it is within his/her jurisdiction and whether there is a procedure under other legislation or City policy to deal with the complaint. If it is determined that other procedures apply, the Integrity Commissioner shall refer the complainant to the appropriate person or agency to follow that process. This would include such matters as:
 - a. The grievance provisions of a collective agreement;
 - b. The complaint provisions under the *Ontario Human Rights Code*;
 - c. A complaint of alleged criminal activity;
 - d. Procedures under the *Municipal Act*, the *Municipal Conflict of Interest Act* or the *Municipal Elections Act*;
 - e. The complaint provisions of the *Workplace Violence and Harassment Prevention Policy*, as stated in that policy.

Where it has been determined that a complaint should be dealt with under one of the above processes, it will no longer be considered or dealt with by the Integrity Commissioner and the time limits within the above processes will apply accordingly.”

The rationale for the deletion of the deferral of a complaint or request for an inquiry to the Integrity Commissioner to the grievance provisions of a collective agreement arose from a complaint that was deferred to the grievance provisions of a collective agreement, and the subsequent decision of the arbitrator as noted below in the section titled “Receipt of Formal Complaints”.

Recommended Amendments to Appendix “B” Request for Investigation Code of Conduct for Members of Council and Local Boards

In the Form, additional sections are being recommended to seek more specific details including as follows:

- Date of Incident
- Time of Incident
- Location of Incident
- Names, Position, Contact Information (phone number or email address) of all witnesses to the incident

A notation is being recommended to clarify for complainants that the List of documents or records that are relevant to the requested inquiry must include the document title and date. Another statement has been added in upper case noting that “ALL DOCUMENTS OR RECORDS CONSIDERED RELEVANT TO THE COMPLAINT OR REQUEST FOR INQUIRY MUST ACCOMPANY THIS REQUEST FOR INVESTIGATION FORM”. This is to ensure all information considered to be relevant to the complaint or requests for inquiry to support the decision-making processes of the Integrity Commissioner.

Receipt of Formal Complaints

Shortly after appointment, the Integrity Commissioner received two formal complaints that had been in the queue.

There were no informal complaints, questions, requests for information, or inquiries from staff, members of Council or Local Boards or the public, received during this period.

As required under the protocol, upon receipt of a complaint or request for inquiry, the Integrity Commissioner shall first determine if the complaints were within my jurisdiction, and whether there is a procedure under other legislation or City policy to deal with the complaint. The protocol stated that if it was determined that other procedures apply, the Integrity Commissioner was to refer the complainant to the appropriate person or agency to follow that process. This included “such matters as:

- f. The grievance provisions of a collective agreement;
- g. The complaint provisions under the *Ontario Human Rights Code*;
- h. A complaint of alleged criminal activity;
- i. Procedures under the *Municipal Act*, the *Municipal Conflict of Interest Act* or the *Municipal Elections Act*;
- j. The complaint provisions of the *Workplace Violence and Harassment Prevention Policy*.”

The protocol also indicated that where it had been determined that a complaint should be dealt with under one of the above processes, it was no longer to be considered or dealt with by the Integrity Commissioner and the time limits within the above processes would apply accordingly.

One formal complaint was determined not to be in the jurisdiction of the Integrity Commissioner as it was from a member of staff who was a member of a bargaining unit. This individual had simultaneously filed a complaint under the grievance provisions of their collective agreement. The grievance proceeded to arbitration. The arbitrator, Lorne Slotnick, noted the Integrity Commissioner relied on the clause that if it was determined that other procedures apply, the Integrity Commissioner was to refer the complainant to the appropriate person or agency to follow that process. Arbitrator Slotnick, noted in his decision that the municipality in its role as an employer cannot be held responsible for statements made by an elected Councillor and for this reason, believed the Integrity Commissioner should have viewed this matter within her jurisdiction. Arbitrator Slotnick, also noted in his decision that the Integrity Commissioner has the power to make a finding on whether a Councillor has breached the code of conduct while the labour arbitrator's jurisdiction arises from the collective agreement between a union and employer and does not include the power to sanction municipal Councillors. Based on this decision, the Integrity Commissioner has recommended amending the protocol for complaints and removing the clause that would refer a unionized complainant to the grievance provisions of a collective agreement.

A review of the second formal complaint found that further investigation was not necessary in this matter as there were no violations of the Code of Conduct found.

Expenditures During Period

The cost for services rendered for the period from May 1, 2018 until December 31, 2018 was \$1,158.25. This included the expenses related to the preliminary investigations of the two formal complaints submitted during this period.

Appendix "A" Complaint Protocol for Code of Conduct (Council and Local Boards)

Recommended Amendments noted in red – 6 February 2019

Application:

This process applies to members of Sault Ste. Marie City Council and its local boards as defined in section 223.1 of the *Municipal Act* (members).

Integrity Commissioner

The City of Sault Ste. Marie Integrity Commissioner shall be responsible for the provision of services as established by Council which will include the following:

1. To provide written and oral advice to members and City staff concerning the interpretation of and compliance with the Code of Conduct for Council and Local Boards governing the ethical behaviour of the members (the "Code");
2. To review the Code of Conduct to ensure it accurately reflects best practice for the conduct of members of Council, local boards, members of City staff or any person demonstrably acting in the public interest and recommending any amendments thereto;
3. To provide Council and its local boards with training regarding the Code of Conduct, the role of the Integrity Commissioner, specific and general opinions and advice on the interpretation of the Code
4. To conduct inquiries or investigations as appropriate, into a request made by Council, a local board, , a member of City staff or any person demonstrably acting in the public interest into whether a member has contravened any application provision of the Code;
5. To attempt to settle any complaint between the complainant and the member before commencing an inquiry.

Procedure for Making a Complaint

Informal Complaints

Any individual who identifies or witnesses behaviour or activity by a member of Council and its local boards that appears to be in contravention of the Code of Conduct for Council and Local Boards may address the prohibited behaviour or activity themselves in the following manner:

1. advise the member in writing that the behaviour or activity appears to contravene the Code of Conduct identifying the specific provision of the Code of Conduct that is alleged to have been contravened;
2. encourage the member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behaviour or activity;
3. document the incident(s) including dates, times, locations, other persons present and any other relevant information, including steps taken to resolve the matter;
4. if applicable, confirm to the member satisfaction with the response of the member; or, if applicable, advise the member of dissatisfaction with the response; and
5. if applicable, consider the need to pursue the matter in accordance with the formal complaint procedure.

Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying behaviour or an activity that they believe violates the Code of Conduct; however, the informal process is not a precondition or a prerequisite to pursuing the formal complaint procedure.

Formal Complaints

1. All complaints or requests for inquiries shall be submitted to the City Clerk's Department and sworn before a commissioner of oaths in the form provided in Appendix "B" and the Clerk shall forthwith forward the complaint to the Integrity Commissioner.
2. All complaints or requests for inquiries must clearly state:
 - a. The member to whom the complaint relates
 - b. The nature of the alleged contravention
 - c. The specific provision(s) of the Code allegedly contravened;

- d. Names of any witnesses to the alleged contravention; and
 - e. Written material in support of the alleged contravention.
3. All complaints or requests for inquiries must be accompanied by all written materials (documents or records), considered to be relevant to the complaint or requests for inquiry.
4. Upon receipt of a complaint or request for inquiry, the Integrity Commissioner shall first determine if it is within his/her jurisdiction and whether there is a procedure under other legislation or City policy to deal with the complaint. If it is determined that other procedures apply, the Integrity Commissioner shall refer the complainant to the appropriate person or agency to follow that process. This would include such matters as:
- a. The complaint provisions under the *Ontario Human Rights Code*;
 - b. A complaint of alleged criminal activity;
 - c. Procedures under the *Municipal Act*, the *Municipal Conflict of Interest Act* or the *Municipal Elections Act*;
 - d. The complaint provisions of the *Workplace Violence and Harassment Prevention Policy*, as stated in that policy.
- Where it has been determined that a complaint should be dealt with under one of the above processes, it will no longer be considered or dealt with by the Integrity Commissioner and the time limits within the above processes will apply accordingly.
5. Upon receipt of a complaint or request to conduct an inquiry within his/her jurisdiction the Integrity Commissioner will deliver a preliminary information report to an open meeting of Council including the following:
- a. The opinion of the Commissioner as to whether the inquiry is appropriate and whether it can be conducted within the law applicable to such an inquiry;
 - b. An indication as to whether it is the Commissioner's intention to conduct the inquiry under sections 33 and 34 of the *Public Inquiries Act*;
 - c. A preliminary indication of the members of staff and/or consultations needed to assist the Commissioner;
 - d. An estimated cost of the inquiry;
 - e. The estimated time required to complete the inquiry and prepare a final report;
 - f. Where appropriate, the Commissioner may recommend that the alleged infraction be reported to the police and that the inquiry be suspended until the police investigation is completed.
6. If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an inquiry, the Integrity Commissioner shall not conduct an inquiry and shall state the reasons for not doing so in the preliminary report.

Procedure for Obtaining Advice

Where a member or employee is seeking to obtain advice from the Integrity Commissioner, he/she shall submit to the City Clerk the completed form provided (Appendix "C").

All advice of the Integrity Commissioner to members or employees shall be confirmed in writing. No solicitor/client relationship will exist in the giving of such advice.

Where the Integrity Commissioner learns of a violation through the request for advice from any member, he or she is required to report such a violation to Council.

The Integrity Commissioner may decline to give advice if he/she determines that it will put him/her in conflict with his/her duty to Council as a whole.

Confidentiality

The Integrity Commissioner shall carry out all inquiries in a manner which will ensure that the individual to whom the complaint relates is treated fairly and all complaints shall be treated as confidential to the extent possible and in accordance with the *Municipal Act*.

All records of investigations shall be kept confidential and access limited to those in the City with a need to know for the purposes of conducting a full investigation.

Intake Procedures

Upon receipt of a complaint involving a member other than the Mayor, the Clerk shall immediately advise the Mayor and the Chief Administrative Officer (CAO).

Upon receipt of a complaint involving the Mayor, the Clerk shall immediately advise the CAO and the individual who was acting mayor at the time of the allegation who is authorized to act in the place of the Mayor.

The Integrity Commissioner may attempt to settle any complaint. Except where otherwise required by the *Public Inquiries Act*, the Commissioner shall provide a copy of the complaint and supporting material to the member with a request for a written response to the allegation within ten days and provide a copy of such response to the complainant with a request for a written response also within ten days.

Investigations

After the presentation of the information report to Council, the Integrity Commissioner shall take all steps necessary to promptly investigate the complaint within his or her jurisdiction, including entering any City office for such purpose and consultation with City staff with access to all information and records described in subsections 3 and 4 of section 223.4 of the *Municipal Act* and may retain independent professional services if required.

The Integrity Commissioner shall make every effort to complete an investigation within 30 days.

If the Integrity Commissioner requires more than 30 days to complete an investigation, the following shall be notified accordingly:

1. The complainant;
2. The individual to whom the complaint relates
3. The Mayor in the case of a complaint concerning another member; or the individual who was acting mayor at the time of the allegation in the case of a complaint concerning the Mayor.

A complaint involving an alleged contravention that has already been thoroughly investigated will not be re-investigated unless new evidence is presented.

Reporting the Results of an Investigation

The Integrity Commissioner shall report his/her findings to an open meeting of Council. Where the inquiry relates to a local board the report will be submitted both to Council and to the local board.

If the Integrity Commissioner determines that there has been no contravention of the Code of Conduct or that a contravention occurred although the member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgement made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

The Commissioner shall give a copy of the final report to the complainant and the member whose conduct is concerned 15 days prior to the Council meeting at which it will be considered.

At the time of the Integrity Commissioner's report to Council the identity of the person who is the subject of the complaint shall not be treated as confidential information if the Integrity Commissioner finds that a breach has occurred.

Actions by Council

In reviewing the final report Council will determine whether it will impose any of the following penalties on a member if the Integrity Commissioner reports that it is his/her opinion that the member has contravened the Code:

1. Issue a motion of reprimand;
2. Suspension of the remuneration paid to the member in respect of his or her services as a member for a period of up to 90 days;
3. Request the member involved to return any gift or benefit received in contravention of the Code of Conduct;
4. Request the member involved the repay the value of the benefit;
5. Remove the member from committee or local board appointments;
6. Request an apology; or

7. Withhold confidential materials/matters for a period of time.

All reports to Council by the Integrity Commissioner on the investigation of complaints are public documents.

The Integrity Commissioner shall be responsible for ensuring the above procedures are followed with respect to requests for inquiries and for conducting investigations. City Council shall be responsible for determining penalties where appropriate.

Protection from Retaliation

Any employee who files a complaint of a contravention of the Code of Conduct will not be subjected to any form of penalty or reprisal provided the complaint is made in good faith and in the reasonable belief of the complainant that a contravention of the Code has occurred.

Limitation Period

The Integrity Commissioner shall not proceed with an inquiry in regard to a complaint more than 60 days after the event or series of events which are the subject matter of the complaint were discovered by the complainant. An event or series of events is discovered on the earlier of the date upon which the complainant first knew:

- that the event(s) had occurred and by whom; and
- that the event(s) may have constituted a contravention of the Code.

The onus of proof as to the date of discovery lies with the complainant.

Where the Integrity Commissioner decides not to proceed with an investigation of a complaint received more than 60 days after the date when the event(s) occurred, the Integrity Commissioner shall prepare and file a report setting out that decision.

Complaints in Municipal Election Years

Despite any other provision of this process, if the Commissioner has not completed an inquiry before nomination day for a regular election as set out in section 31 of the *Municipal Elections Act, 1996*, the Commissioner shall terminate the inquiry on that day.

If an inquiry is so terminated, the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to the Commissioner that the inquiry be commenced.

The following rules apply during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act:

1. There shall be no requests for an inquiry about whether a member of council or of a local board has contravened the code of conduct applicable to the member.
2. The Commissioner shall not report to the municipality or local board about whether, in his or her opinion, a member of council or of a local board has contravened the code of conduct applicable to the member.
3. The municipality or local board shall not consider whether to impose the penalties referred to in subsection (5) on a member of council or of a local board.

Appendix "B"

Request for Investigation Code of Conduct for Members of Council and Local Boards

Name of Requestor:	
Address:	
Telephone:	
Email address:	
It is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.	
I,	(full name)
of	(municipality of residence)
in the Province of Ontario, MAKE OATH AND SAY (or affirm)	
1. I have personal knowledge of the facts as set out in this affidavit.	
2. I have reasonable and probable grounds to believe that: <i>(specify name of member of Sault Ste. Marie City Council or local board)</i>	
has contravened section(s)	(specify)
of the Code of Conduct for Members of Council and Local Boards.	
Date of Incident:	
Time of Incident:	
Location of Incident:	
Name(s), Position, Contact Information (phone number or email address) of all Witnesses to the Incident:	
a)	
b)	
c)	
d)	
3. This affidavit is made for the purpose of requesting that this matter be investigated and for no improper purpose.	
List of documents or records that are relevant to the requested inquiry. (include document title and date)	

ALL DOCUMENTS OR RECORDS CONSIDERED RELEVANT TO THE COMPLAINT OR REQUEST FOR INQUIRY MUST ACCOMPANY THIS REQUEST FOR INVESTIGATION FORM

SWORN (or affirmed) before me at the City of Sault Ste Marie, in the District of Algoma, this day of 20	
A Commissioner, etc.	
	Requestor's signature

Deliver request to: City Clerk's Department, Civic Centre, 99 Foster Drive, Sault Ste. Marie ON P6A 5X6
It is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.

Schedule "A" to the Affidavit of

Schedule "A" referred to in the affidavit of

Sworn before me this day of 20

A Commissioner, etc.

Appendix "C" Request for Advice

Note: Should the Integrity Commissioner determine that a member of Council or of a local board has violated any provisions governing ethical behaviour pursuant to the Code of Conduct for Council or local boards, he/she is obligated to report such violation, with any recommendation for sanction, to Council.

Request for Advice

Mayor Christian Provenzano



Corporation of the City of
Sault Ste. Marie

February 11, 2019

TO: **Members of City Council**

AUTHOR: **Mayor Provenzano**

RE: **Recruitment for Chief Administrative Officer**

Overview

At its special meeting on August 24, 2015 City Council approved the hiring of Al Horsman for a four (4) year term and authorized the execution of an employment contract accordingly. CAO Horsman's employment contract expires in September, 2019, unless the contract is extended. The employment contract contains a provision that allows the City to extend the contract and requires the City to provide notice of extension in March, 2019.

The parties have had a number of discussions about the contract and CAO Horsman's employment with the City and the parties have determined that the contract will expire at the end of its prescribed term in September, 2019.

I am of the opinion that we should begin a CAO search immediately to allow ourselves a healthy time frame to complete a proper search process. This also provides the municipality with the opportunity to have a candidate in place prior to the expiration of the current CAO contract to ensure an orderly transition and corporate stability.

The Guidelines for the Recruitment and Selection of Senior Staff (August, 2011) is attached hereto and provides for a selection committee of the Mayor and two City Councillors. I am of the opinion/preference that the two Councillor committee members should include an experienced Councillor and a new Councillor, a male and a female and that each Councillor should have a flexible schedule and generally be available throughout the work day.

Report to Council – CAO Recruitment

2019 02 11

Page 2.

I would like to begin the search process without the assistance of a professional search consultant. Since my election as Mayor in 2014, I have been involved in processes that have used search consultants and processes that have not used search consultants. I also now have the experience of completing a CAO search. In accord with the governing corporate policy, I would like to work with the Selection Committee and human resources to complete the search process ourselves and spare, if possible, the time, effort and resources involved in procuring and retaining a search consultant. If it happens that we do not have a satisfactory response to our own efforts, the Committee can and will then retain the assistance of a search consultant.

In accord with the governing policy, the Committee will keep Council apprised throughout the process.

Recommendation:

That City Council authorize the filling of the CAO vacancy which will occur at the expiration of the current CAO's contract.

That City Council approve a Selection Committee consisting of the Mayor,
Councillor and Councillor .

Respectfully submitted



Christian Provenzano

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-31

AGREEMENT: (E2.14) A by-law to authorize the execution of the Lease Amending Agreement between the City and the Sault Ste. Marie Innovation Centre (“SSMIC”) to expand the Leased area as stipulated in the existing Lease.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Lease Amending Agreement dated January 21, 2019 between the City and the Sault Ste. Marie Innovation Centre (“SSMIC”), a copy of which is attached as Schedule “A” hereto. This Agreement is to expand the Leased area as stipulated in the existing Lease.

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 11th day of February, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

Lease Amending Agreement

THIS LEASE AMENDING AGREEMENT is hereby executed the 21st day of January, 2019

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Landlord")
Of the First Part

– and –

SAULT STE. MARIE INNOVATION CENTRE

(the "Tenant")
Of the Second Part

1. BACKGROUND

The Tenant and Landlord have entered into a lease agreement (the "Lease") with each other. The Lease commencing February 6, 2017, governs the occupancy of the property located at 99 Foster Drive (6th floor), Sault Ste. Marie, Ontario P6A 5X6 (the "Premises").

The Tenant and the Landlord wish to amend the Lease on the terms and conditions set forth in this amending agreement (the "Agreement").

This Agreement constitutes the first amendment to the Lease.

IN CONSIDERATION OF the Landlord agreeing to the amendment of the Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following conditions:

2. AMENDMENT

The lease is amended as follows:

- i. Schedule "A" of the original Lease which sets out the area of the leased Premises will no longer be valid and a new Schedule "D" will replace it. A copy of Schedule "D" is appended to this agreement.
- ii. The area of the leased Premises for the purpose of this Agreement shall consist of the space set out in Schedule "D".
- iii. The area to be leased pursuant to this agreement will increase from 6774 square feet to 7936 square feet.

3. NO OTHER CHANGE

Except as otherwise expressly stated herein, all of the terms and conditions of the Lease remain unchanged and in full force and effect.

4. HEADINGS

Headings are inserted solely for the convenience of the parties and shall not be taken into consideration when interpreting this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Amending Agreement effective as of the date written above.

**THE CORPORATION OF THE
CITY OF SAULT STE. MARIE**

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SAULT STE. MARIE INNOVATION CENTRE


NAME: PETER BROWNS
TITLE: EXECUTIVE DIRECTOR

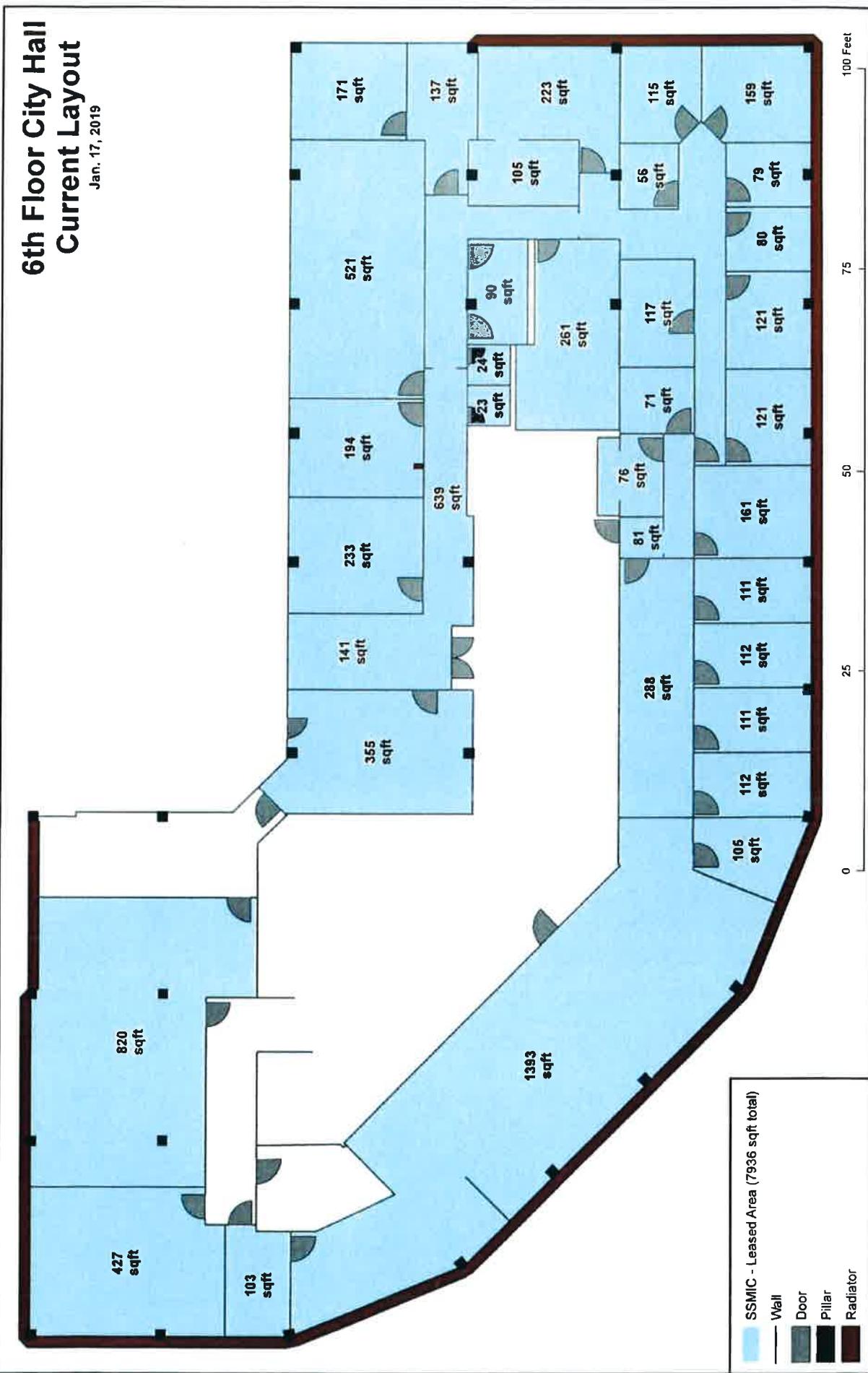
NAME:
TITLE:

I/We have the authority to bind the corporation

Schedule "D"

**6th Floor City Hall
Current Layout**

Jan. 17, 2019



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-32

PARKING: (P7) A by-law to amend By-laws 77-200, 4001, 69-80, 2013-105 being a by-law to provide for the increase in parking fines set out in the foregoing by-laws.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of subsection 11(3), sections 100, 100.1, and specifically sections 102.1 and 432 of *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. BY-LAW 77-200 AMENDED

(a) Adding subsection 58 (2.1):

“Voluntary Payment of Penalties:

Notwithstanding all other provisions of this by-law in respect of penalties for violations of any provision of this by-law, any person may, upon presentation of a tag issued alleging commission of any of the offences provided in this section, pay out of court within 7 days (exclusive of Sundays, Saturdays and public holidays) from the date of the issue of the said tag, the minimum penalty provided for such offence by this section at the office of the Parking Authority of the City of Sault Ste. Marie, 111 Huron St, Sault Ste. Marie, ON P6A 5P9, or at Central Collections, 99 Foster Dr. Sault Ste. Marie, ON P6A 5X6 and upon such payment no further proceedings shall be taken under this by-law in respect of the said offence alleged in the tag.”

(b) Subsection 58 (3) of By-law 77-200 is amended by deleting the figure “\$10.00” and replacing it with “\$20.00” where it appears in this subsection. Further the below shall be added to subsection 58(3) of By-law 77-200 in numerical order to the sections already prescribed therein:

“Section 9 – Park at expired meter (in meter zone as per schedule)”

(c) Subsection 58 (4) of By-law 77-200 is amended by deleting the figure “\$15.00” and replacing it with “\$25.00” where it appears in this subsection.

(d) Subsection 58 (5) of By-law 77-200 is amended by deleting the figure “\$20.00” and replacing it with “\$40.00” where it appears in this subsection.

(e) Subsection 58 (6) of By-law 77-200 is amended by deleting the figure “\$15.00” and replacing it with “\$45.00” where it appears in this subsection.

2. BY-LAW 4001 AMENDED

By-law 4001 being a by-law to prohibit unauthorized parking on private property is hereby amended by deleting the word “five” from section 5 of said by-law and replacing it with the word “twenty-five”.

By-law 4001 is further amended by deleting the word “seventy-two hours” from section 6 of said by-law and replacing it with the figure and word “7 days”.

3. BY-LAW 69-80 AMENDED

By-law 69-80 being a by-law governing parking regulated by the Parking Authority is amended as follows:

(a) Section 3 is deleted and replaced with:

“Every person who contravenes any provision of this by-law is guilty of an offence pursuant to the provisions of the *Provincial Offences Act*, R.S.O 1990, c.P.33, as amended, and upon conviction, a person is liable to a fine of not less than \$30.00 and not more than \$5,000.00 exclusive of costs.”

(b) Section 4 is deleted and replaced with:

“Subject to Section 3 hereof every person who contravenes any provision of this by-law is guilty of an offence pursuant to the provisions of the *Provincial Offences Act*, R.S.O 1990, c.P.33, as amended, and upon conviction, a person is liable to a fine of not less than \$30.00 and not more than \$5,000.00 exclusive of costs.”

(c) By-law 4001 is further amended by deleting the figure and word “72 hours” from section 7 of said by-law and replacing it with the figure and word “7 days”.

4. BY-LAW 2013-105 AMENDED

By-law 2013-105 being a by-law designating certain roadways as fire routes along which no parking of vehicles shall be permitted is hereby amended by deleting the wording a subsection 7(1) and replacing it with:

“Every person who contravenes any provision of this by-law is guilty of an offence pursuant to the provisions of the Provincial Offences Act, R.S.O 1990, c.P.33, as amended, and upon conviction, a person is liable to a fine of not less than \$55.00 and not more than \$5,000.00 exclusive of costs.”

5. REPEALED

By-law 84-177 and 89-353 are hereby repealed upon receipt of the approved set fines from the Regional Senior Justice of Ontario Court of Justice.

6. EFFECTIVE DATE

This by-law is effective from the date of its final passing.

PASSED in open Council this 11th day of February, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-33

AGREEMENT: (C3) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development under its Enabling Accessibility Fund for the Seniors Accessible Ramp at the Seniors Drop-In Centre on Bay Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 11, 2019 between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding under the Enabling Accessibility Fund for the Seniors Accessible Ramp at the Seniors Drop-In Centre on Bay Street.

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 11th day of February, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

**ARTICLES OF AGREEMENT****BETWEEN****HER MAJESTY THE QUEEN IN RIGHT OF CANADA****(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY****THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT****AND****Corporation of the City of Sault Ste. Marie****(HEREINAFTER REFERRED TO AS "THE RECIPIENT")****HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"**

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter.

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures



2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Eligible Expenditures" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Grant" means the grant funds provided by Canada under this Agreement;

"Project" means the project described in *Schedule A - Project Description and Signatures*;

"Project Period" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"Working Day" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under Payment Method *Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.

8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act* (R.S.C., 1985, c. A-44 (4th Supp.)), as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* (R.S.C., 1985, c. A-17), requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.



14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.

15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment or the Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)

Common System for Grants and Contributions (CSGC) File Number: 1592178

Project Title: Seniors Accessible Ramp and Parking Space Improvements

Program Name: Enabling Accessibility Fund - Grants

This Application Is: Approved Not Approved

Grant Amount:

Amount Requested: \$ 48000

Amount Approved: \$ 48000

Project description and Budget adjustments:**Activities.**

The proposed project consists of constructing a ramp, sidewalks with railings, adding railings to the exterior wall and creating five new accessible parking spots.

Budget:

N/A

Other Conditions.

Does not apply to this project

Specific Obligations Related to the Project.

i.e.: publication or research, or other tool printed or published in both languages.

Project Period:

From: 2019/02/15

To: 2020/02/14

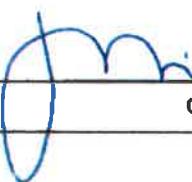
Payment Method:

Number of Installment(s): 1

1st Installment Amount: \$ 480001st Installment Date: 2019/02/15

Date of Approval: 2018/12/12

Canada signing authority on behalf of the Minister of Employment and Social Development



2019-01-29

CANADA



FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-34

AGREEMENT: (AG177) A by-law to authorize the execution of the Agreement between the City and Algoma Steel Inc. for use of the City lands known as civic address 765 Bonney Street for the purpose of placing and maintaining an air monitoring station.

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 between the City and Algoma Steel Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for use of the City lands known as civic address 765 Bonney Street for the purpose of placing and maintaining an air monitoring station.

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 11th day of February, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this day of

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

ALGOMA STEEL INC.

(hereinafter referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City ("the City property") comprising of the entirety of the Licenced Premises know by civic address 765 Bonney Street and marked with an "X" on the plan attached as Schedule "A" to this Licence to Occupy City Property for the purpose of placing and maintaining an air monitoring station on the Licenced Premises, and for no other purpose without the prior written consent of the Licenser.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

)

)

)

)

ALGOMA STEEL INC.

)

)

Pramod Shukla – Chief Operating Officer

)

)

I have authority to bind the Corporation

)

)

)

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

)

)

)

MAYOR – CHRISTIAN PROVENZANO

)

)

)

CITY CLERK - MALCOLM WHITE

SCHEDULE "A"

765 Bonney Street, Sault Ste. Marie
Location for Air Monitoring Station



SCHEDULE "B"

This Licence is subject to the following conditions:

1. The Licencor grants to the Licensee, its contractor, employees, invitees, successors, affiliates, or assigned (if applicable), the right to occupy the Licensed Premises for a period of one (1) year commencing on September 1st, 2018 (the "Term") and ending on August 31st, 2019. This License Agreement shall automatically renew on a yearly basis (the "Renewal Term") thereafter on the same terms and conditions unless terminated by notice in writing by either party not less than sixty (60) days prior to the expiration of the Term or any Renewal Term.
2. The City has no obligation to make any improvements or provide any maintenance to the property described in this Licence Agreement. These obligations are the Licencee's.
3. The City or the Licencee may cancel this agreement on giving thirty (30) days written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

CITY

City Solicitor
The Corporation of the
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

LICENCEE

ALGOMA STEEL INC.
105 West Street
Sault Ste., Marie, Ontario
P6A 7B4

6. This Licence may not be assigned without the written permission of the City.
7. With respect to the City property, the Licencee, its contractor, employees, invitees, successors, affiliates, or assigned (if applicable), will indemnify and save harmless the City from and against all claims including claims by the Licencee and including, without limiting the generality of the foregoing, all claims for personal injury or property damages regardless of the cause and from all costs, counsel fees, expenses, and liabilities incurred in or about such claim or any action or proceeding brought thereon.
8. The Licencee will not use or permit the use of the said land for any purpose other than the purpose herein set out.

9. The Licencee(s) agrees to maintain at all times during the currency of this licence hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
10. The Licencee acknowledges that there are City sanitary sewers located on and under the subject lands and agrees not to impede access to these utilities by the City.
11. If the City requires access to the property identified in Schedule "A" for any purpose such as but not limited to access to the sanitary sewer, the City shall not be responsible for restoring the property to its condition prior to access by the City.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2019-35

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 747 Great Northern Road (2604864 Ontario Ltd. C/O Craig Burgess).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **747 GREAT NORTHERN ROAD; LOCATED ON THE WEST SIDE OF GREAT NORTHERN ROAD, APPROXIMATELY 52M NORTH OF ITS INTERSECTION WITH DRIVE IN ROAD; CHANGE FROM HZ TO C4 WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 98/1-112 of Schedule “A” to By-law 2005-150, is changed from HZ (Highway) zone to C4 (General Commercial) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(380) and heading as follows:

“2(380) 747 GREAT NORTHERN ROAD

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Great Northern Road, approximately 52m north of its intersection with Drive In Road and having civic no. 747 Great Northern Road and outlined and marked “Subject Property” on the map attached as Schedule 380 hereto is changed from HZ (Highway) zone to C4 (General Commercial) zone with a “Special Exception”, subject to the following special exception:

1. That Residential Dwellings and Nursing and Residential Care Facilities are excluded as permitted uses upon the subject property.”

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 11th day of February, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

I:\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2019\2019-35 747 Great Northern Road\2019-35 (Z) 747 Great Northern Road.docx

SCHEDULE "A" TO BY-LAW 2019-35 AND
SCHEDULE 380 TO BY-LAW 2005-151



Application Map Series	Legal Department Reference	City of Sault Ste. Marie Planning and Enterprise Services
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@citysm.on.ca <small>This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</small>
Property Information	Legend	
Civic Address: 747 Great Northern Road Roll No.: 030062043020000 Map No.: 98 J 1-112 Application No.: A-1-19-Z Date Created: December 18, 2018	Subject Property: 747 Great Northern Road Parcel Fabric	 City of Sault Ste. Marie Planning and Enterprise Services <small>Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@citysm.on.ca This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</small>