



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

Monday, September 28, 2020

4:30 pm

Council Chambers
Civic Centre

	Pages
1. Adoption of Minutes	15 - 47
Mover Councillor C. Gardi	
Seconder Councillor L. Dufour	
Resolved that the Minutes of the Regular Council Meeting of 2020 09 14 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 M. Scott	
Seconder Councillor L. Dufour	
Resolved that the Agenda for 2020 09 28 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Franco-Ontarian Day	
5.2 Habitat for Humanity	
5.3 Culture Days	48 - 48
5.4 Sault College Engineering Degree Program EDF Application	49 - 56

Dr. Ron Common, President and Colin Kirkwood, Vice-President Academic and Research, Sault College

5.5	Downtown Plaza Update	57 - 124
	Colin Berman, Principal, Landscape Architect, Brook McIlroy	
5.6	New Budget Management and Capital Budget Policies	125 - 129
	Shelley Schell, Chief Financial Officer and Treasurer	
6.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor M. Scott	
	Seconder Councillor L. Dufour	
	Resolved that all the items listed under date 2020 09 28 – Agenda item 6 – Consent Agenda be approved as recommended.	
6.1	Physician Recruitment Committee – Renewal of Operating Service Agreement	130 - 131
	A report of the Chief Administrative Officer is attached for the consideration of Council.	
	The relevant By-law 2020-187 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.2	2020 City of Sault Ste Marie Credit Rating	132 - 140
	A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 09 28 concerning 2020 City of Sault Ste. Marie Credit Rating be received as information.	
6.3	Tender for Screened Street Sand	141 - 143
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Manager of Purchasing dated 2020 09 28 be received and that the tender submitted by Pioneer Construction Inc. for the supply of Screened Street Sand at the tendered pricing of \$6.65 per tonne,	

HST extra, for the 2020-2021 winter season; and \$6.82 per tonne, HST extra, for the 2021-2022 winter season be approved.

6.4	RFP – Professional Services – Fleet Management Consultant	144 - 145
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Scott Seconder Councillor L. Dufour Resolved that the report of the Manager of Purchasing dated 2020 09 28 be received and that the proposal submitted by Mercury Associates Inc. for the provision of professional services associated with a Fleet Management Consultant as required by Public Works be accepted.	
6.5	2021 Council Meeting Schedule	146 - 147
	A report of the City Clerk is attached for the consideration of Council.	
	Mover Councillor C. Gardi Seconder Councillor L. Dufour Resolved that the report of the City Clerk dated 2020 09 28 regarding 2021 Council meeting schedule be received and that the proposed schedule be approved.	
6.6	Parking By-Law Enforcement	148 - 152
	A report of the Director of Community Services is attached for the consideration of Council.	
	Mover Councillor C. Gardi Seconder Councillor L. Dufour Resolved that the report of the Director of Community Services dated 2020 09 28 concerning Parking By-law Enforcement be received and that staff be directed to:	
	<ul style="list-style-type: none">• Extend the one (1) year pilot for third party by-law enforcement with Norpro Security and Investigations.• Permit a more proactive enforcement approach by the proponent to increase the service level.• Issue a Request for Proposal in 2021 for a three (3) year timeframe contingent on satisfactory results as measured by staff. (If a budget increase is required, it will be brought back to Council as part of the 2022 budgeting process.)	
6.7	Partnership – SSM Innovation Centre UpNorth Foods Venture	153 - 155
	A report of the Director of Community Services is attached for the	

consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Director of Community Services dated 2020 09 28 concerning Partnership with Sault Ste. Marie Innovation Centre for the UpNorth Food Venture be received and that the lease of kitchen space at the Northern Community Centre be approved.

6.8

Toys for Tickets Update

156 - 159

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

Mover Councillor M. Scott

Seconder Councillor L. Vezneau-Allen

Resolved that the report of the Director of Community Services dated 2020 09 28 concerning Toys for Tickets be received and that the Toys for Tickets program be incorporated as an annual event.

6.9

Flag Gallery Expansion

160 - 162

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 09 28 concerning the request to add seven flags to the flag gallery on Foster Drive in recognition of our First Nations communities and contributions made to this community by newcomers as part of an ongoing commitment to acknowledge and celebrate Sault Ste. Marie's vibrant cultural diversity be referred to the 2021 supplementary budget.

6.10

2020 Connecting Link Funding Agreement

163 - 164

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

The relevant By-law 2020-178 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11

2021 Capital Transportation Program

165 - 171

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

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that the report of the Director of Engineering dated 2019 09 28 regarding 2021 Capital Transportation Program be received and that procurement proceed for design of 2021 projects; and that the resurfacing of Trunk Road and Black Road between Southmarket and the rail crossing be the designated project for the City's application to the 2021 Connecting Link Program.

6.12	Stop Sign at Illinois Avenue and Texas Avenue	172 - 174
A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.		
Mover Councillor M. Scott Seconder Councillor L. Dufour Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 09 28 concerning a stop sign at the intersection of Illinois Avenue and Texas Avenue be received and that Council approve the recommendation to move the existing yield sign 5m closer to the edge of Texas Avenue to improve visibility of the sign.		
6.13	Sale of 206 Cathcart Street	175 - 177
A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.		
Mover Councillor M. Scott Seconder Councillor L. Dufour Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel concerning disposition of 206 Cathcart Street be received and that the property be declared surplus to the City's needs and that the disposition of the property to JHCD Holdings Unlimited Inc., in accordance with the City's policy for the disposition of land be approved.		
6.14	Sale of 88 Goulais Avenue	178 - 180
A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.		
Mover Councillor M. Scott Seconder Councillor L. Vezeau-Allen Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated 2020 09 28 concerning disposition of 88 Goulais Avenue be received and that the disposition of the property to Carmen Muto Plumbing and Heating Inc. for the amount six thousand five hundred (\$6,500.00) dollars in accordance with the City's policy for the disposition of land be approved.		
6.15	Municipal Insurance Program Renewal Options	181 - 182
A report of the Risk Manager is attached for the consideration of Council.		

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Risk Manager dated 2020 09 28 concerning renewal of the City's insurance program be received and that the Legal Department be instructed to prepare an RFP for the February 28, 2021 to February 28, 2024 insurance program period.

6.16	Insurance Adjusting Services	183 - 184
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A report of the Risk Manager is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that the report of the Risk Manager dated 2020 09 28 concerning Insurance Adjusting Services be received and that Council authorize the Legal Department to prepare an agreement to enter into a two-year extension to the existing Adjusting Services contract.

7.	Reports of City Departments, Boards and Committees
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7.1	Administration
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7.2	Corporate Services
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7.2.1	New Debt Management and Capital Budget Policies	185 - 196
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A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 09 28 concerning new Debt Management Policy and new Capital Budget and Financing Policy be received and the policies approved.

7.3	Community Development and Enterprise Services
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7.3.1	Sault College Engineering Degree Program EDF Application	197 - 212
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A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 09 28 concerning Sault College Engineering Degree Program EDF Application be received and that the investment of

\$100,000 to Sault College from the Economic Development Fund to support the establishment of an engineering degree program in Sault Ste. Marie be approved.

7.3.2 Downtown Plaza Conceptual Plan and Update 213 - 216

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 09 28 concerning the development of the downtown plaza be received as information.

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-10-20-Z 62 Sherbrook Drive (R&J Holdings Inc.) 217 - 232

A report of the Senior Plan

Meyer Councillor G. Cardi

Mover Councillor C. Gard
Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Senior Planner dated 2020 09 28 concerning Rezoning Application A-10-20-Z be received and that Council rezone the portion of the subject property that is currently zoned Medium Density Residential Zone (R4) to Low Density Residential Zone (R3). The portion of the subject property currently zoned Environmental Management (EM) shall remain as such:

and that the Legal Department be requested to prepare the necessary by-law to effect the same

7.7.2 A-11-20-Z 1102 Fourth Line West (Avery Construction c/o Amanda Williams) 233 - 263

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

Moyer Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that the report of the Senior Planner dated 2020 09 28 concerning Rezoning Application A-11-20-Z be received and that under the provisions of section 36 of the *Planning Act*, Council remove the holding provision upon the

subject property;

and that the Legal Department be requested to prepare the necessary by-law to effect the same.

7.8

Boards and Committees

The Board and Committee Nominating Committee met on September 23, 2020 to consider applications to the Economic Development Corporation Board of Directors. (Three members to be appointed – two by City Council and one by the EDC Board). The names of the applicants and their applications have been made available to Council under separate cover.

7.8.1

EDC Board Appointments

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that Chris Cooper and Robert Brewer be appointed to the Board of Directors of the Economic Development Corporation.

8.

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

8.1

Walmart Laneway – Great Northern Road

Mover Councillor M. Shoemaker

Seconder Councillor D. Hilsinger

Whereas in February 2018 Council approved a rezoning for a new Pino's grocery store on Great Northern Road; and

Whereas as part of that rezoning approval, Council approved a traffic light to be installed at a to-be constructed entrance to Pino's adjacent to the Walmart laneway just north of Superior Home Bakery; and

Whereas businesses in the immediate vicinity of the proposed intersection were concerned about the ability of their clients and customers to get in and out of their premises; and

Whereas a potential solution to the access issue for those businesses would be for Walmart to grant them access to their laneway that will be controlled by a traffic signal; and

Whereas construction has begun on the installation of the traffic signals but agreements have not yet been reached between businesses that abut Walmart's laneway, and Walmart, for access to the Walmart laneway, and Walmart has been difficult to communicate with on the issue, ignoring various outreachs and correspondence;

Now Therefore Be It Resolved that Council direct that installation of traffic signals at the new intersection be paused until such time as agreements are

reached or progress has been made on negotiations of such agreements between neighbouring businesses and Walmart for access to their laneway;

Further Be It Resolved that staff continue to make efforts to reach out to Walmart to facilitate the negotiations for said access, as they've been attempting to do for quite some time.

8.2 Commercial Assessment Growth – Community Improvement Program

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Whereas it is in the City of Sault Ste. Marie's interests to see assessment growth across all sectors; and

Whereas community improvement programs have been successful in spurring assessment growth in targeted sectors and areas; and

Whereas community improvement programs must be vetted and approved by the provincial government;

Now Therefore Be It Resolved that the Planning Department query the provincial government on their opinion on adding "any and all commercial assessment growth" as an eligible category under the City's existing Economic Growth CIP;

Further that staff make a recommendation on whether to implement such a community improvement program.

8.3 Vacant Buildings – Community Improvement Program

Mover Councillor M. Shoemaker

Seconder Councillor L. Dufour

Whereas it is in the City of Sault Ste. Marie's interests to see assessment growth across all sectors; and

Whereas there are documented areas of assessment decline or stagnation across the City, evidencing lower property values across specific pockets or neighbourhoods in the City; and

Whereas staff has developed mapping of areas of assessment decline or stagnation; and

Whereas community improvement programs have been successful in spurring assessment growth in targeted sectors and areas; and

Whereas community improvement programs must be vetted and approved by the provincial government;

Now Therefore Be It Resolved that the Planning Department query the provincial government on their opinion on adding a community improvement program for vacant buildings in areas of assessment declining or stagnation

that undergo renovations to make them habitable again, with a minimum threshold on amounts spent on the improvements, based on the maps already developed by the Planning Department, which shall be made public as part of the report to Council requested herein;

And further that staff make a recommendation on whether to implement such a community improvement program.

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date 2020 09 28 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 2020-176 (Zoning) 25 Donna Drive and 468 Second Line West (1890714 Ontario Inc. c/o Steve Ficociello)

264 - 266

Council Report was passed by Council resolution on September 14, 2020.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-176 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 25 Donna Drive and 468 Second Line West (1890714 Ontario Inc. c/o Steve Ficociello) be passed in open Council this 28th day of September, 2020.

11.1.2 By-law 2020-177 (Development Control) 25 Donna Drive and 468 Second Line West (1890714 Ontario Inc. c/o Steve Ficociello)

267 - 268

Council Report was passed by Council resolution on September 14, 2020.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-177 being a by-law to designate the lands located at 25 Donna Drive and 468 Second Line West an area of site plan control (1890714 Ontario Inc. c/o Steve Ficociello) be passed in open Council this 28th day of September, 2020.

11.1.3 By-law 2020-178 (Agreement) Connecting Link Funding Trunk Road

269 - 314

Resurfacing

A report from the Director of Engineering is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-178 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for a contribution agreement with the Province for a Connecting Link grant for the resurfacing of a portion of Trunk Road be passed in open Council this 28th day of September, 2020.

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| 11.1.4 | By-law 2020-179 (Zoning) 21 Garden Avenue (Daniel and Alissa Perri) | 315 - 317 |
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Council Report was passed by Council resolution on September 14, 2020.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-179 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 21 Garden Avenue (Daniel and Alissa Perri) be passed in open Council this 28th day of September, 2020.

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| 11.1.5 | By-law 2020-180 (Official Plan Amendment) 170 Old Garden River Road (2436112 Ontario Inc. c/o Andre Riopel) | 318 - 319 |
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Council Report was passed by Council resolution on September 14, 2020.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-180 being a by-law to adopt Amendment No. 227 to the Official Plan for the City of Sault Ste. Marie (2436112 Ontario Inc. c/o Andre Riopel 170 Old Garden River Road) be passed in open Council this 28th day of September, 2020.

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| 11.1.6 | By-law 2020-181 (Zoning) 170 Old Garden River Road (2436112 Ontario Inc. c/o Andre Riopel) | 320 - 322 |
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Council Report was passed by Council resolution on September 14, 2020.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-181 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 170 Old Garden River Road (2436112 Ontario Inc. c/o Andre Riopel) be passed in open Council this 28th day of September, 2020.

11.1.7	By-law 2020-182 (Development Control) 170 Old Garden River Road (2436112 Ontario Inc. c/o Andre Riopel)	323 - 324
Council Report was passed by Council resolution on September 14, 2020.		
Mover Councillor M. Scott		
Seconder Councillor L. Vezeau-Allen		
Resolved that By-law 2020-182 being a by-law to designate the lands located at 170 Old Garden River Road an area of site plan control (2436112 Ontario Inc. c/o Andre Riopel) be passed in open Council this 28th day of September, 2020.		
11.1.8	By-law 2020-183 (Official Plan Amendment) 12 Fish Hatchery Road (2772834 Ontario Inc. – Roubal)	325 - 327
Council Report was passed by Council resolution on September 14, 2020.		
Mover Councillor M. Scott		
Seconder Councillor L. Vezeau-Allen		
Resolved that By-law 2020-183 being a by-law to adopt Amendment No. 228 to the Official Plan for the City of Sault Ste. Marie (2772834 Ontario Inc. – Roubal – 12 Fish Hatchery Road) be passed in open Council this 28th day of September, 2020.		
11.1.9	By-law 2020-184 (Zoning) 12 Fish Hatchery Road (2772834 Ontario Inc. – Roubal)	328 - 330
Council Report was passed by Council resolution on September 14, 2020.		
Mover Councillor M. Scott		
Seconder Councillor L. Vezeau-Allen		
Resolved that By-law 2020-184 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 12 Fish Hatchery Road (2772834 Ontario Inc. – Roubal) be passed in open Council this 28th day of September, 2020.		
11.1.10	By-law 2020-185 (Development Control) 12 Fish Hatchery Road (2772834 Ontario Inc. – Roubal)	331 - 334
Council Report was passed by Council resolution on September 14, 2020.		
Mover Councillor M. Scott		
Seconder Councillor L. Vezeau-Allen		
Resolved that By-law 2020-185 being a by-law to designate the lands located at 12 Fish Hatchery Road an area of site plan control (2772834 Ontario Inc. - Roubal) be passed in open Council this 28th day of September, 2020.		
11.1.11	2020-186 (Agreement) CUPE Local No. 3 Canadian Union of Public	335 - 389

Employees - Community Services Group

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-186 being a by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees - Community Services Group for the term commencing February 1, 2019 to January 31, 2023 be passed in open Council this 28th day of September, 2020.

- 11.1.12 By-law 2020-187 (Agreement) Physician Recruitment** 390 - 395

A report from the Chief Administrative Officer is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-187 being a by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding be passed in open Council this 28th day of September, 2020.

- 11.1.13 By-law 2020-188 (Agreement) Outdoor Patio Amendment** 396 - 397

Council Report was passed by Council resolution on September 14, 2020.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-188 being a by-law to amend By-law 2020-156 (being a by-law to approve standard form of an Outdoor Patio Agreement and Delegation) be passed in open Council this 28th day of September, 2020.

- 11.1.14 By-law 2020-189 (Agreement) Amend By-law 2020-139** 398 - 399

Council Report was passed by Council resolution on September 14, 2020.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-189 being a by-law to amend By-law 2020-139 (being a by-law to approve standard form Amending Agreement and Delegation) be passed in open Council this 28th day of September, 2020.

- 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**

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that this Council proceed into closed session to discuss one matter concerning labour relations or employee negotiations;

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

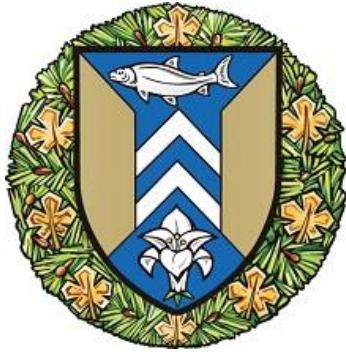
Municipal Act section 239(2)(d) labour relations or employee negotiations

14. **Adjournment**

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, September 14, 2020

4:30 pm

Council Chambers
Civic Centre

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

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, D. McConnell, B. Lamming, F. Coccimiglio, A. Shier, C. Rumiel, T. Vecchio, M. Zuppa

13. Closed Session

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to discuss one item subject to solicitor/client privilege.

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

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

1. Adoption of Minutes

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of 2020 08 10 be approved.

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 – Algoma Central Railway Inc. Property Acquisition – Gateway Site

Property owner is a client of law firm.

3.2 Councillor M. Shoemaker – By-law 2020-164 (Property Acquisition) ACR Property Abutting the Gateway Site

Property owner is a client of law firm.

3.3 Councillor M. Shoemaker – A-8-20-Z 1765 Great Northern Road (Caswell)

Applicant is a client of law firm.

3.4 Councillor M. Shoemaker – 2020-175 (Zoning) 1765 Great Northern Road (Caswell)

Applicant is a client of law firm.

3.5 Councillor C. Gardi – Millennium Court Ravine Remedial Work

Owner of property in the immediate vicinity.

4. Approve Agenda as Presented

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Agenda for 2020 09 14 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Ronald A. Irwin Civic Centre Dedication

Hon. Ronald A. Irwin, C.M., LL.B., Q.C., P.C. was in attendance.

5.2 Latin / Hispanic Heritage Month

5.3 Hunger Action Month

5.4 Ovarian Cancer Awareness Month

5.5 Recovery Month

5.6 Application A-1-20-Z 25 Donna Drive and 468 Second Line West

Steve Ficociello was in attendance by videoconference representing the applicant.

Carlo Spadafora, counsel for the applicant, and John MacDonald, engineer for the applicant, were in attendance by videoconference.

Michael Friscolanti, President, Algoma Condominium Corporation #20 was in attendance by videoconference.

5.7 Application A-7-20-Z.OP 170 Old Garden River Road

Andre Riopel, applicant, was in attendance by videoconference.

5.8 Application A-9-20-Z.OP 12 Fish Hatchery Road

Jan Roubal was in attendance by teleconference representing the applicants.

5.9 Application A-8-20-Z 1765 Great Northern Road

Mia Carella, counsel for the applicant, was in attendance by videoconference.

5.10 A-6-20-Z 21 Garden Avenue

Daniel Perri was in attendance by teleconference representing the applicants.

Charly Murray, Laurie Bloomfield and Lauri Barbeau were in attendance by teleconference.

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that all the items listed under date 2020 09 14 – Agenda item 6 – Consent Agenda save and except Agenda item 6.11 be approved as recommended.

Carried

6.1 Outstanding Council Resolutions

6.2 Correspondence – Noise By-law Exemption

6.3 RFP – Point of Sale System (POS) – Arenas

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated 2020 09 14 be received and that the proposal submitted by TouchBistro Inc. for the provision of a Point of Sale System (POS), as required by the Arenas Division of Community Development and Enterprise Services be approved.

Carried

6.4 RFP – Relocation of Downtown Bus Terminal Class Environmental Assessment

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

The relevant By-law 2020-172 is listed under item 11 of the Minutes.

6.5 Twin Pad Arena – ICIP Community, Culture and Recreation Funding Application

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 09 14 concerning Twin Pad Arena – ICIP Community, Culture and Recreation Funding Application be received and that staff be requested to report back with options and a recommendation regarding replacement of the W.J. McMeeken arena no later than October 26, 2020.

Carried

6.6 Wellington Street Underpass Rehabilitation – Increased Engineering Fees

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Manager, Design and Transportation Engineering dated 2020 09 14 concerning Wellington Street Underpass Rehabilitation Engineering Fees be received and that Council authorize the further increase of \$28,3000 in the engineering fee limit to a limit of \$84,600.

Carried

6.7 Millennium Court Ravine Remedial Work

Councillor C. Gardi declared a conflict on this item. (Owner of property in the immediate vicinity.)

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager, Design and Transportation Engineering dated 2020 09 14 concerning Millennium Court Ravine Remedial Work be received and that \$227,370 from uncommitted capital funds in 2020 be used to finance the project.

Carried

6.8 POA – Third Inter-Municipal Agreement

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

The relevant By-law 2020-165 is listed under item 11 of the Minutes.

6.9 Canadian Pacific Welcome Sign Agreement

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

The relevant By-law 2020-166 is listed under item 11 of the Minutes.

6.10 Housekeeping – Delegate Signing Authority – Suite Holder Agreements

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

The relevant By-law 2020-174 is listed under item 11 of the Minutes.

6.12 Builders Risk Insurance for West End Sewage Treatment Plant

The report of the City Solicitor was received by Council.

The relevant By-law 2020-170 is listed under item 11 of the Minutes.

6.13 Contract 2020-11E – Northern Community Centre Multi-Use-Path/Bridge Project

The report of the City Planner was received by Council.

The relevant By-law 2020-168 is listed under item 11 of the Minutes.

6.14 Algoma Central Railway Inc. Property Acquisition – Gateway Site

Councillor M. Shoemaker declared a conflict on this item. (Property owner is a client of law firm.)

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

The relevant By-law 2020-164 is listed under item 11 of the Minutes.

6.15 Ontario Municipal Commuter Cycling Funding – Amending Agreement

The report of the Senior Planner was received by Council.

The relevant By-law 2020-159 is listed under item 11 of the Minutes.

6.16 DCIP – Financial Incentive Grant Applications – September 2020

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Senior Planner dated 2020 09 14 concerning Downtown Community Improvement Plan Financial Incentive applications be received and that the following grant applications be approved:

1. 274 North Street: Facade Improvement - \$20,000
2. 258 Queen Street East: Building Activation - \$20,000
3. 405 Queen Street East: Building Activation - \$20,000

Carried

6.17 Correspondence – Reaching Home Funding

6.11 89 Hudson Street, Purchase of Property

The report of the City Solicitor was received by Council.

The relevant By-law 2020-171 is listed under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.6.1 Insurance Requirements for Patios

The report of the City Solicitor and Risk Manager was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the City Solicitor and Risk Manager dated 2020 09 14 concerning insurance requirements for patios be received and that liability insurance requirements be established at \$2m for unlicensed patios and licensed patios.

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

Carried

7.7 Planning

7.7.1 A-1-20-Z 25 Donna Drive and 468 Second Line West (1890714 Ontario Inc. c/o Steve Ficociello)

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Senior Planner dated 2020 09 14 concerning Rezoning Application A-1-20-Z be received and that Council rezone the subject property from Single Detached Residential Zone (R2) and Parks and Recreation Zone (PR) to Low Density Residential Zone (R3.S) with a special exception to reduce the rear yard (Second Line) setback requirement from 10m to 7.5m;

That the property be deemed subject to site plan control pursuant to section 41 of the *Planning Act*

September 14, 2020 Council Minutes

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

Majority	For	Against	Absent	
Mayor C. Provenzano	X			
Councillor P. Christian	X			
Councillor S. Hollingsworth		X		
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni		X		
Councillor R. Niro		X		
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	8	3	0	

Carried

Recess

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Dufour

Resolved that this Council recess for ten minutes.

Carried

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that Council now resume.

Carried

7.7.2 A-7-20-Z.OP 170 Old Garden River Road (2436112 Ontario Inc. - c/o Andre Riopel)

The report of the Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated 2020 09 14 concerning Official Plan and Zoning amendment application A-7-20-Z.OP be received and that Council rezone the subject property

from Single-Detached Residential Zone (R2) to General Commercial Zone (C4.S) with a special exception to:

1. Permit the continued use of the existing single-detached dwelling unit;
2. Reduce the front yard setback from 6m to 5m for the existing single detached dwelling;
3. Reduce the rear yard setback from 10m to 2m for the existing single detached building;
4. Reduce the projection setback into rear lot line from 3m to 0m for the existing deck only;
5. Permit parking to be located in a required front yard only for the single detached dwelling.

That the subject property be deemed subject to site plan control pursuant to section 41 of the *Planning Act*

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

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

Carried

7.7.3 A-8-20-Z 1765 Great Northern Road (Caswell)

Councillor M. Shoemaker declared a conflict on this item. (Applicant is a client of law firm.)

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Senior Planner dated 2020 09 14 concerning Rezoning Application A-8-20-Z be received and that Council rezone the portion of the subject property, as shown on the maps attached, from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a

special exception to permit the construction of an 18.3m x 30.5m (60'x100') cold storage building, subject to the following condition:

- That the storage of chemicals or petroleum products within the cold storage building is prohibited.

The relevant By-law 2020-175 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

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

Carried

7.7.4 A-9-20-Z.OP 12 Fish Hatchery Road (Roubal)

The report of the Planner was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Planner dated 2020 09 14 concerning Official Plan and Zoning amendment Application A-9-20-Z.OP be received and that Council:

Approve Official Plan Amendment 228 by way of a notwithstanding clause to the Rural Area land use policies to permit retail sales and food service on the subject property; and

Rezone the subject property from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a special exception to:

1. Permit the sale and service of bicycles, skis and other non motorized outdoor equipment and food services;
2. Reduce the front yard (Landslide Road) setback from 30m to 10m for the existing building only;

3. Reduce the exterior side yard (Fish Hatchery Road) setback from 15m to 8m for the existing building only;
4. Permit parking to be located no closer than 15m to the required interior side yard and no closer than 10m to the required front yard.

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

And that the Legal Department be requested to prepare the necessary by-laws to effect the same.

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

Carried

7.7.5 A-6-20-Z 21 Garden Avenue (Daniel and Alissa Perri)

The report of the Junior Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Junior Planner dated 2020 09 14 concerning planning application A-6-20-Z 21 Garden Avenue be received, and that Council approve the application by rezoning the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a Special Exception to:

1. Reduce the required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces, and
2. Reduce the required lot frontage from 18m to 17.5m

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

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian		X	
Councillor S. Hollingsworth		X	
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger		X	
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	8	3	0

Carried

7.8 Boards and Committees

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

8.1 Assistance for Regional Community Airports

Moved by: Councillor M. Shoemaker

Seconded by: Councillor C. Gardi

Whereas regional community airports are of strategic national importance and play an essential role in Canada's air transportation sector, providing vital services and connecting remote communities with the rest of the country and the world; and

Whereas regional community airports like the Sault Ste. Marie Airport are part of a larger multi-modal transportation system, maintaining trade and the flow of goods and providing life-saving access to emergency transport through medivac services; and

Whereas regional community airports provide a public benefit that extends far beyond the communities in which they are located and are critical to the overall social and economic health and well-being of local communities; and

Whereas the COVID-19 pandemic has significantly impacted the aviation industry, resulting in dramatic reductions in revenue for regional airport operations;

Now Therefore Be it Resolved that the City of Sault Ste. Marie requests that the federal and provincial governments provide regional community airports with financial assistance needed to ensure their continued operation until domestic, trans-border and international travel resumes and the industry recovers;

Further that a copy of this resolution be sent to the Honourable Marc Garneau, Minister of Transport; the Honourable Chrystia Freeland, Minister of Finance; the Honourable Melanie Joly, Minister of Economic Development and Official Languages; Terry Sheehan, MP for Sault Ste. Marie; Ross Romano, MPP for Sault Ste. Marie; the Honourable Vic Fedeli, Ontario's Minister of Economic Development, Job Creation and Trade; the Honourable Caroline Mulroney, Ontario's Minister of Transportation; the Honourable Rod Phillips, Ontario's Minister of Finance, the Honourable Steve Clark, Ontario's Minister of Municipal Affairs and Housing, the Honourable Greg Rickford, Ontario's Minister of Energy, Mines, Northern Development and Indigenous Affairs, the Sault Ste. Marie Chamber of Commerce; The Federation of Northern Ontario Municipalities, Northwestern Ontario Municipal Association, Rural Ontario Municipal Association, Association of Municipalities of Ontario, Canadian Airports Council and Airport Management Council of Ontario.

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

Carried

8.2 Provincial / Municipal Grants for Upgrading Homes

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Whereas the Provincial Government and the City of Sault Ste. Marie had previously offered grants to homeowners who wanted to make improvements to their residences, and such program was extremely successful; and

Whereas it is in the interest of the City of Sault Ste. Marie for homes to be well maintained and updated; and

Whereas many individuals across Ontario, including in Sault Ste. Marie, live on a fixed income and have difficulty finding the resources to make upgrades to their residences;

Now Therefore Be It Resolved that the Planning Department review the historic success of the provincial-municipal grant program and report and make recommendations on whether funds are available from a provincial or municipal source to assist those on fixed incomes with the upgrading and maintenance of their homes.

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

Carried

8.3 Notice of Motion

Moved by: Councillor M. Shoemaker

Whereas in February 2018 Council approved a rezoning for a new Pino's grocery store on Great Northern Road; and

Whereas as part of that rezoning approval, Council approved a traffic light to be installed at a to-be constructed entrance to Pino's adjacent to the Walmart laneway just north of Superior Home Bakery; and

Whereas businesses in the immediate vicinity of the proposed intersection were concerned about the ability of their clients and customers to get in and out of their premises; and

Whereas a potential solution to the access issue for those businesses would be for Walmart to grant them access to their laneway that will be controlled by a traffic signal; and

Whereas construction has begun on the installation of the traffic signals but agreements have not yet been reached between businesses that abut Walmart's laneway, and Walmart, for access to the Walmart laneway, and Walmart has been difficult to communicate with on the issue, ignoring various outreaches and correspondence;

Now Therefore Be It Resolved that Council direct that installation of traffic signals at the new intersection be paused until such time as agreements are reached or progress has been made on negotiations of such agreements between neighbouring businesses and Walmart for access to their laneway;

Further Be It Resolved that staff continue to make efforts to reach out to Walmart to facilitate the negotiations for said access, as they've been attempting to do for quite some time.

Suspend Rules of Procedure

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the rules of procedure be suspended to permit this meeting to extend beyond five hours.

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

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date 2020 09 14 save and except By-laws 2020-164, 2020-171 and 2020-175 be approved.

Carried

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

11.1.1 By-law 2020-143 (Zoning) 305 Selby Road (Mike Savino)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

September 14, 2020 Council Minutes

Resolved that By-law 2020-143 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 305 Selby Road (Mike Savino) be passed in open Council this 14th day of September, 2020.

Carried

11.1.2 By-law 2020-152 (Zoning) 35 Fairview Avenue (Cosmo Joseph Gervasi)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-152 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 35 Fairview Avenue (Cosmo Joseph Gervasi) be passed in open Council this 14th day of September, 2020.

Carried

11.1.3 By-law 2020-153 (Development Control) 35 Fairview Avenue (Cosmo Joseph Gervasi)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-153 being a by-law to designate the lands located at 35 Fairview Avenue an area of site plan control (Cosmo Joseph Gervasi) be passed in open Council this 14th day of September, 2020.

Carried

11.1.4 By-law 2020-159 (Agreement) Ontario Municipal Commuter Cycling

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-159 being a by-law to authorize the execution of the Amending Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Ontario Municipal Commuter Cycling Program Transfer Payment be passed in open Council this 14th day of September, 2020.

Carried

11.1.5 By-law 2020-160 (Zoning) 36 Wright Street (BDI Holdings Limited/Shawn Spurr)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-160 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 36 Wright Street (BDI Holdings Limited c/o Shawn Spurr) be passed in open Council this 14th day of September, 2020.

Carried

11.1.6 By-law 2020-161 (Development Control) 36 Wright Street (BDI Holdings Limited/Shawn Spurr)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-161 being a by-law to designate the lands located at 36 Wright Street an area of site plan control (BDI Holdings Limited c/o Shawn Spurr) be passed in open Council this 14th day of September, 2020.

Carried

11.1.7 By-law 2020-162 (Zoning) 412 Second Line West and 236 Prentice Avenue (Pasquale Lento)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-162 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 412 Second Line West and 236 Prentice Avenue (Pasquale Lento) be passed in open Council this 14th day of September, 2020.

Carried

11.1.8 By-law 2020-163 (Development Control) 412 Second Line West and 236 Prentice Avenue (Pasquale Lento)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-163 being a by-law to designate the lands located at 412 Second Line West and 236 Prentice Avenue an area of site plan control (Pasquale Lento) be passed in open Council this 14th day of September, 2020.

Carried

11.1.10 By-law 2020-165 (Agreement) POA – Inter-Municipal

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-165 being a by-law to authorize the execution of the Third Inter-Municipal Agreement between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services be passed in open Council this 14th day of September, 2020.

Carried

11.1.11 By-law 2020-166 (Agreement) Welcome Sign on CP Property

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-166 being a by-law to authorize the execution of the Agreement between the City and Canada Pacific to permit the City to maintain a welcome sign on Canadian Pacific's property be passed in open Council this 14th day of September, 2020.

Carried

11.1.12 By-law 2020-167 (Traffic) Amend Traffic By-law 77-200

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-167 being a by-law to amend Schedule "A" of Traffic By-law 77-200 be passed in open Council this 14th day of September, 2020.

Carried

11.1.13 By-law 2020-168 (Agreement) Northern Community Centre Multi Use Path/Bridge Project

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-168 being a by-law to authorize the execution of the Agreement between the City and Avery Construction Limited for the Northern Community Centre Multi-Use-Path/Bridge Project (Contract 2020-11E) be passed in open Council this 14th day of September, 2020.

Carried

11.1.14 By-law 2020-169 (Regulations) Amend Noise Control By-law 80-200

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-169 being a by-law to exempt the wedding of Kaili Morano at 424 Fourth Line West on September 18, 2020 from 11:00 a.m. to 1:00 a.m. from Noise Control By-law 80-200 be passed in open Council this 14th day of September, 2020.

Carried

11.1.15 By-law 2020-170 (Insurance) Builders Risk Insurance West End Sewage Treatment Plan upgrades

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-170 being a by-law to authorize the approval of the Builders Risk Insurance costs for the West End Sewage Treatment Plant Phase 1 upgrades be passed in open Council this 14th day of September, 2020.

Carried

11.1.17 By-law 2020-172 (Agreement) Relocation Downtown Bus Terminal Environmental Assessment

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-172 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for the provision of engineering services associated with the conducting of a Municipal Class Environmental Assessment for the relocation of the Downtown Bus Terminal be passed in open Council this 14th day of September, 2020.

Carried

11.1.18 By-law 2020-173 (Agreement) Canadian Union of Public Employees - Public Works CUPE No. 3

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-173 being a by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees - Public Works for the term commencing February 1, 2019 to January 31, 2023 be passed in open Council this 14th day of September, 2020.

Carried

11.1.19 By-law 2020-174 (Delegation) Director Community Services Suite Holder Agreements

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-174 being a by-law to authorize the Director of Community Services, or his/her designate, to enter into standard agreements between the City and suite holders of the GFL Memorial Gardens (or as named in the Agreement, Sault Ste. Marie Sports & Entertainment Centre) be passed in open Council this 14th day of September, 2020.

Carried

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

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

11. Consideration and Passing of By-laws

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

11.1.9 By-law 2020-164 (Property Acquisition) ACR Property Abutting the Gateway Site

Councillor M. Shoemaker declared a conflict on this item. (Property owner is a client of law firm.)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-164 being a by-law to authorize the acquisition of property located abutting the Gateway Site (Algoma Central Railway Inc.) be passed in open Council this 14th day of September, 2020.

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

Carried

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

11.1.1 By-law 2020-143 (Zoning) 305 Selby Road (Mike Savino)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

September 14, 2020 Council Minutes

Resolved that By-law 2020-143 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 305 Selby Road (Mike Savino) be passed in open Council this 14th day of September, 2020.

Carried

11.1.2 By-law 2020-152 (Zoning) 35 Fairview Avenue (Cosmo Joseph Gervasi)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-152 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 35 Fairview Avenue (Cosmo Joseph Gervasi) be passed in open Council this 14th day of September, 2020.

Carried

11.1.3 By-law 2020-153 (Development Control) 35 Fairview Avenue (Cosmo Joseph Gervasi)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-153 being a by-law to designate the lands located at 35 Fairview Avenue an area of site plan control (Cosmo Joseph Gervasi) be passed in open Council this 14th day of September, 2020.

Carried

11.1.4 By-law 2020-159 (Agreement) Ontario Municipal Commuter Cycling

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-159 being a by-law to authorize the execution of the Amending Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Ontario Municipal Commuter Cycling Program Transfer Payment be passed in open Council this 14th day of September, 2020.

Carried

11.1.5 By-law 2020-160 (Zoning) 36 Wright Street (BDI Holdings Limited/Shawn Spurr)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-160 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 36 Wright Street (BDI Holdings Limited c/o Shawn Spurr) be passed in open Council this 14th day of September, 2020.

Carried

11.1.6 By-law 2020-161 (Development Control) 36 Wright Street (BDI Holdings Limited/Shawn Spurr)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-161 being a by-law to designate the lands located at 36 Wright Street an area of site plan control (BDI Holdings Limited c/o Shawn Spurr) be passed in open Council this 14th day of September, 2020.

Carried

11.1.7 By-law 2020-162 (Zoning) 412 Second Line West and 236 Prentice Avenue (Pasquale Lento)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-162 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 412 Second Line West and 236 Prentice Avenue (Pasquale Lento) be passed in open Council this 14th day of September, 2020.

Carried

11.1.8 By-law 2020-163 (Development Control) 412 Second Line West and 236 Prentice Avenue (Pasquale Lento)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-163 being a by-law to designate the lands located at 412 Second Line West and 236 Prentice Avenue an area of site plan control (Pasquale Lento) be passed in open Council this 14th day of September, 2020.

Carried

11.1.10 By-law 2020-165 (Agreement) POA – Inter-Municipal

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-165 being a by-law to authorize the execution of the Third Inter-Municipal Agreement between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services be passed in open Council this 14th day of September, 2020.

Carried

11.1.11 By-law 2020-166 (Agreement) Welcome Sign on CP Property

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-166 being a by-law to authorize the execution of the Agreement between the City and Canada Pacific to permit the City to maintain a welcome sign on Canadian Pacific's property be passed in open Council this 14th day of September, 2020.

Carried

11.1.12 By-law 2020-167 (Traffic) Amend Traffic By-law 77-200

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-167 being a by-law to amend Schedule "A" of Traffic By-law 77-200 be passed in open Council this 14th day of September, 2020.

Carried

11.1.13 By-law 2020-168 (Agreement) Northern Community Centre Multi Use Path/Bridge Project

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-168 being a by-law to authorize the execution of the Agreement between the City and Avery Construction Limited for the Northern Community Centre Multi-Use-Path/Bridge Project (Contract 2020-11E) be passed in open Council this 14th day of September, 2020.

Carried

11.1.14 By-law 2020-169 (Regulations) Amend Noise Control By-law 80-200

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-169 being a by-law to exempt the wedding of Kaili Morano at 424 Fourth Line West on September 18, 2020 from 11:00 a.m. to 1:00 a.m. from Noise Control By-law 80-200 be passed in open Council this 14th day of September, 2020.

Carried

11.1.15 By-law 2020-170 (Insurance) Builders Risk Insurance West End Sewage Treatment Plan upgrades

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-170 being a by-law to authorize the approval of the Builders Risk Insurance costs for the West End Sewage Treatment Plant Phase 1 upgrades be passed in open Council this 14th day of September, 2020.

Carried

11.1.17 By-law 2020-172 (Agreement) Relocation Downtown Bus Terminal Environmental Assessment

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-172 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for the provision of engineering services associated with the conducting of a Municipal Class Environmental Assessment for the relocation of the Downtown Bus Terminal be passed in open Council this 14th day of September, 2020.

Carried

11.1.18 By-law 2020-173 (Agreement) Canadian Union of Public Employees - Public Works CUPE No. 3

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-173 being a by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees - Public Works for the term commencing February 1, 2019 to January 31, 2023 be passed in open Council this 14th day of September, 2020.

Carried

11.1.19 By-law 2020-174 (Delegation) Director Community Services Suite Holder Agreements

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-174 being a by-law to authorize the Director of Community Services, or his/her designate, to enter into standard agreements between the City and suite holders of the GFL Memorial Gardens (or as named in the Agreement, Sault Ste. Marie Sports & Entertainment Centre) be passed in open Council this 14th day of September, 2020.

Carried

11.1.16 By-law 2020-171 (Property Acquisition) 89 Hudson Street (598096 Ontario Limited Trahan)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-171 being a by-law to authorize the acquisition of property located at 89 Hudson Street (598096 Ontario Limited – Trahan).

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

Carried

11.1.20 2020-175 (Zoning) 1765 Great Northern Road (Caswell)

Councillor M. Shoemaker declared a conflict on this item. (Applicant is a client of law firm.)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-175 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1765 Great Northern Road (Caswell) be passed in open Council this 14th day of September, 2020.

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

September 14, 2020 Council Minutes

Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	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 C. Gardi

Seconded by: Councillor L. Dufour

Resolved that this Council move into closed session to discuss two proposed acquisitions or dispositions of land and one item subject to third party confidentiality.

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

Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; and section 239(2)(i)a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.

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

Carried

14. Adjournment

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

If the Truth Be Told

Hon. Ronald A. Irwin

The Irwins of County Cavan, Ireland migrated to Canada in the 1870s, in search of a better life. They found it in Sault Ste. Marie. Five of our family have served municipally. First, my great grandfather, Alfred Irwin, was on the Tarentorous Council, which eventually became part of Sault Ste. Marie. My Uncle Tom Irwin was the mayor of the city, his brother, Fred, a councillor, myself as mayor and councillor, and my son, Brady, as a councillor. My mother was paralyzed in a serious car accident when I was four, and, out of necessity, I was raised by my Italian, widowed grandmother. We lived in the old West End when it was a distinct Italian community. Over the years I have been fortunate to have served Sault Ste. Marie and Canada in many capacities. The one that was most enjoyable was mayor of Sault Ste. Marie. There are only a few of us left that served together on council, so I thought that while I was still lucid, I would pass on a few of the stories behind the stories.

The Waterfront

In the 70s, Sault Ste. Marie was commencing urban renewal, with a concentration on the waterfront. I remember that from Clergue Park, looking westerly, the waterfront was a mess of mixed industrial and commercial uses right through to where we now have the Bridge Plaza. If you drove along Bay Street you caught only a glimpse of the river from time to time because of the oil tanks, foundry, gravel and coal piles, scrap piles and other similar uses. The city's opinion was divided. The majority favoured a clean up, but worried about the cost. A vocal minority felt that since industry was already there, leave it alone. A planner the city had hired said that, unlike most cities, Sault Ste. Marie had no centre. He said that if there was a revolution no one would know where to gather.

The City Hall

We spent several months making a decision to build a new city hall. Once we decided council split 4 1/2 ways on the site. I strongly lobbied for the waterfront and was staunchly supported by Gerry McGuire, now retired President of Sault College, and Sonny Gualazzi, still here as Chairman of the Committee of Adjustments. A second group wanted to build on the old site on Queen St. A third small group wanted to build on the Second Line. A fourth group hadn't decided and didn't know what they wanted, and, finally, one councillor maintained that if we built on the waterfront, the building would immediately topple into the St. Mary's River. We eventually formed a coalition of councillors in favour of the waterfront. I spent the mayoralty campaign carting a foam model from meeting to meeting, doing my best to convince people of the waterfront's potential, while my opponent kept accusing me of intending to install a solid gold chandelier right here in the proposed new council chambers. On January 8th, 1973, I contacted all former mayors still living, Jim McIntyre, Alec Harry and John Rhodes. We went down to the old ferry dock site and turned the sod. Getting the City Hall to the waterfront was only the beginning. It would still be surrounded by blight.

The Roberta Bondar Park

One of the first areas we looked at is where the Roberta Bondar Park is situated today. It consisted of three properties: Beaver Lumber Company on Bay St., The Canadian Steamship Lines (C.S.L.) on the water, and the McMaster Oil tank farm between them. Beaver Lumber Company had suffered a fire, and it wanted to move. The negotiations with that company went smoothly. After Beaver Lumber, I received what I thought was good news. C.S.L. did not own the water lots in front of their property on the St. Mary's River. They were owned by the federal government. I contacted the Ministry of Transportation, and asked that these lots be transferred to the city, one government to another, so that we could immediately create a park. I was surprised when the Ministry officials said no, unless we paid the Ministry market value. That assertion to me was ridiculous. C.S.L. never paid a cent over the years to use the water lots, but now we were asked to pay market value. We went up the Ministry's chain of command until we found someone with a little more common sense who overruled the subordinates and had the water lots transferred to us.

The McMaster Oil tank farm discussions went poorly and slowly. The owner was in no mood to settle. Litigation was threatened and after protracted negotiations, a settlement was finally reached. I received a Christmas card from Mr. McMaster, I believe from Mexico. He had a sketch artist design the card. It depicted a bunch of oil tanks, hand in hand, all singing and dancing while one waved the city's cheque. Below the tanks it said, "Tanks a lot Ron, & Merry Christmas".

The last piece was that owned by Canada Steamship Lines, based in Montreal. I flew there there and met Louis Demarais, head of a globally successful company. We sat down in his office, and he said, "You know I'm from Sudbury. I knew that.

He said, "You know the Demarais family started in Sudbury with a bus line, eventually growing into Power Corp based in Quebec, the now owner of CSL." I knew that, too.

He said, "You know when we lived in Sudbury, I was on the Sudbury Council." That was a surprise. I didn't know that. Then he said, "I like what you guys are doing in the Sault. The C.S.L. property is yours. We'll work out a reasonable price later."

I wanted to hug him. I asked him if then and there we could draft a broad memo of the understanding, so that I could come back and show council. He said, "You're from the Sault. I'm from Sudbury. A handshake is good enough", and he extended his hand to me. The handshake held. We acquired the property.

Gerry Duffy was our urban renewal co-ordinator attached to the Urban Renewal Committee. He was responsible for obtaining appraisals and taking on the difficult job of negotiating. One of the more expeditious set of negotiations was the land between the City Hall site and Bay St. In short order, the city acquired a cab stand, a real estate office, a car dealership, a rooming house, an engine repair shop, the Chamber of Commerce office, the ferry office, and we levelled the area.

The Senior Citizen Drop In Centre

Across the street where now stands the Senior Citizen Drop In Centre was an acquisition that always bothered me. It was Bayles Tire. Mr. Bayles did not want to sell. Unfortunately, we had to take the position that price was negotiable but not possession. He finally reluctantly and sadly agreed. Shortly before demolition I ventured inside the building and went upstairs to a large room. The walls were covered with large upcoming show posters. Someone had glued them. Only then did I realize that this building had once been a vaudeville, and later, a silent movie theatre. It felt as though a piece of our history was being lost.

Soo Foundry was next on the list. I never quite understood how a foundry was allowed to build on Bay St. in the centre of the city. Traders Metal and McLeans Sand & Gravel negotiations were started and completed after several years.

The Ermatinger Old Stone House

There was one development that happened because of an off-hand remark by Jean Chretien. He was in his early 30s, a cabinet minister, attending the official opening of the Ermatinger Old Stone House, and I was a councillor. We were standing in the back yard and what you saw on Pim St, St. Thomas St. and Bay St. were a few homes in fair shape but the rest, dilapidated and poorly maintained. Chretien turned to me and said, "You guys should clean that up." At the time, this area was outside our urban renewal plan and was without funding.

In the early months of becoming mayor, I thought about what Chretien had said. I spoke to Nick Hurt, a city engineer. I asked him if he was prepared to become a one man department, buying up the houses as they came on the market in this area and demolishing them. At the same time he was to maintain

his regular duties in the engineering department. He agreed and eventually, as the program continued, the open area south of the Old Stone House was created.

The Texaco tank farm was a hard nut, and a difficult company. The company wanted the most money they could get, even attempting to by-pass Gerry Duffy. It didn't work. Eventually the company folded its hard line. Once the tanks were emptied and the property ours, the task of dismantling began. Fumes still existed, and blow torches were used- very dangerous and only to be done by experts. Not on this site but in another part of the city in the past, an "empty" oil tank blew up because of non-expert dismantling. I watched each day with apprehension as tanks came down.

The Marinas

As we opened up the waterfront, it was apparent that we had no proper municipal marina. We sought advice and built the Pine St. marina. In later years, it was followed by the Bay St. marina.

Parkland

It was very expensive for the city or developers to provide parkland as the city grew. In my visits to Ottawa I was intrigued with Prime Minister Mackenzie King's concept of a green belt encircling the city. It made sense to start the process early when land could be purchased in large chunks at more reasonable prices. I felt we should anchor on the river on both sides of the city then encircle the city: Mark's Bay came on the market, and I thought this could be our western anchor. I contacted provincial minister Leo Bernier, a northerner from Kenora, for financial assistance. Minister Bernier told me he'd help, but that his former colleague Arthur Wishart wanted Batchewana Island, and he could only do one. He reviewed both proposals and chose Mark's Bay, making it the only provincial part within a city limits in Ontario.

Creek Diversions

While we were doing the waterfront, we were experiencing tremendous problems with tributaries flowing into the river. In the Bayview/ Goulais Avenue area the West Davignon would do immense damage turning Bayview into a lake. In the East End, Clark Creek would back up to the extent that neighbours could canoe over former back yards. Widening and diversion was expensive but necessary. The areas were worked on through our conservation authority with municipal-provincial funding. The flooding problems have been remedied in major areas, but with the complex changing weather patterns continue to go on. Projects like these have gone from "wait and see" to imperative.

Community Spirit

All of the heavy lifting was a team effort. Federal, provincial, municipal governments, the corporate and non-profit sectors have all done their part. Municipal employees have done excellent work. Moreover, the Sault has been blessed with people before, during and after my tenure who have given so much of their time to the city as volunteers. I will highlight only two, who are an example of the many. Elsie Savoie had a vision. That vision was an art gallery on the waterfront. She negotiated and worked her way through land acquisition, funding, architects, and art experts. Finally, leaving a legacy, the Sault Ste. Marie Art Gallery. Similarly, Harriet Black, who had already done so much for the city, decided we should have a fall festival. She put together one of the most complex, inclusive board of directors I have ever seen, brought in experts, obtained funding, developed programs and created the Sault Ste. Marie Fall Festival that we have today.

About the same time, City Hall was completed. I was diagnosed with a stomach ulcer and with my young family, I decided to take time out of politics to spend more time with them and regain my health. My first meeting in the City Hall was my last as a councillor. People whose families migrated to the Sault from all over the world came in their native costumes and, in pairs, presented their homeland insignias which still hang on a wall in the main lobby.

One day a friend dropped a copy of the Detroit Free Press off to show me an article on the front page. It was about the Sault. The first paragraph read, as I remember it, "What the Canadians at Sault Ste. Marie, Ontario have accomplished with imagination and single-minded resolve, to change their waterfront from an eyesore to a people place, is something that we in Detroit should study and follow." That was a compliment to all of us.

The Sault Ste. Marie Museum

I returned to politics at the federal level as a M.P.. I was only there a short while when I received an urgent request from the directors of the Sault Ste. Marie Museum. The museum had, for many years, been allowed to use a portion of the Armory to display artifacts but, unexpectedly, had been given eviction notice by the military. It had no options for a relocation facility.

I had an idea. I knew that while the federal Department of Public Works had taken over the first floor of the old post office at Queen St. E. and East St., the second floor was empty. The department had spent \$200,000 in renovation. I contacted the Department and requested the museum be allowed to use the second floor for a nominal or no rent. The response I received was that the museum could have the second floor if they paid market rate rental. I explained to the department this was impossible since the museum had no money. The department wouldn't budge.

The department's minister, Paul Cosgrove, came to the Sault on another matter, and I took him to the site and showed him the empty space on the second floor. Here the whole episode went sideways. I was unaware that Cosgrove and the very person with whom I was dealing had had a huge disagreement over some manner in another city. Cosgrove unexpectedly sided with the museum. He ordered his own department to vacate the building, find another spot, and turned the entire building over to the city for the museum. I never knew, nor even asked, about what the previous disagreement was. I'm still puzzled.

Clean Water and Public Health

Sault Ste. Marie needed a major upgrade of its water and sewage systems. The consensus was that the projects were so expensive funding for both at one time was not possible. There were prioritized, first the sewer funding and then the water funding. Sault delegations made repeated attempts to obtain senior level of government financial support and had failed. There was a downturn in the economy and the federal government set up a major infrastructure program in partnership with the provinces and municipalities, where projects like the Sault's could be addressed. How it worked was that Pierre deBane was the responsible overall federal minister. In each province a federal minister would meet with a provincial counterpart, review the municipal projects, and forward the agreed ones to Minister deBane for funding. Convolute but workable.

The Sault lobbied for the sewage program having already decided there was very little chance of getting both water and sewer concurrent funding. I met with our designated federal minister and was assured that Sault Ste. Marie would be top of the federal list. A few days after the Toronto joint meeting, I had heard nothing. I contacted the federal minister and was told, "I am sorry, Ron, but the Sault's proposal was rejected." I didn't understand why so I phoned the provincial minister, Leo Bernier, who I knew from my time as Mayor and asked him for a reason. He said, "I don't know if I should tell you this, but the feds didn't put the Sault proposal on the table."

I was stunned.

This was only one option, and that was to appeal to the Prime Minister Trudeau. Easier said than done. To get to the Prime Minister, you had to meet with his principal secretary, Jim Coutts, who was his gatekeeper. A very powerful position. I knew Coutts well. There is little to do in Ottawa after work when Parliament is in session and you are away from your family. Eight of us put together a friendly poker game in an empty room in West Block and met every Wednesday evening. Coutts and I were two of the eight. The game night went on for four years. I phoned Coutts, explaining what had happened and asked for a meeting. Maurice Foster and I arrived at his office in Langevin Block and were surprised that Coutts had invited Minister deBane also.

Jim liked afternoon tea and had it served, I found it frustrating to be rambling on about the need for a sewer system while he sipped his tea. Finally, he put the cup down, looked over at deBane and said, "Pierre, Ron and Mo are right. Do the Sault projects. Both sewer and water."

DeBane was stunned. He said, "How Jim? The fund is empty. It was allocated across Canada." Coutts said, "Do them. We'll cover the cost from the Prime Minister's office out of consolidated revenue."

The projects were ultimately completed, but I've never been in the water filtration plant. Actually, I've never even set foot on the grounds. Mulroney had won the general election. His people officially opened the water treatment plant. Maurice and I were never invited.

I'm often asked "Why did you do it?". It's hard to explain, but there are instances that shed a bit of light. Perhaps the best was right here in the Sault. Ritva Rajala was a volunteer director of the Ontario Finnish Rest Home Association. The Association had completed Phase 1 of its development and was looking at Phase 2, 61 extended care beds. There was stiff competition by three other credible applicants.

The Minister of Health for Ontario convened a hearing. When she heard that the Finnish Rest Home Association was providing similar care as the province at half the cost per patient because of its volunteer base, she stopped Ritva and asked, "But how do you keep such an effective volunteer group together?" .

Ritva said, "I don't understand the question."

The minister said, "What I mean is, what is the reward?" .

Ritva replied, "Now I understand. The reward, Madam Minister, is in the doing."

Perhaps the answer to why seek public office is as simple as that. The reward is in the doing.

The Sault Ste. Marie Canal

While in power, Mulroney's government did something in the Sault which was unfathomable. It decided to permanently close the Sault Ste. Marie ship canal. Considering that Sault Ste. Marie was held politically by his government, I never understood that decision. People here were upset, and many tried to get the federal government to reverse the decision, to no avail. Mayor John Roswell was one of those people. The silence from Ottawa was deafening. I learned later that the plan was to let the walls of the canal deteriorate to such an extent that the government would then backfill the entire canal, with little public dissent.

Jean Chretien was making his second attempt to become party leader and came to the Sault. He had asked me to run again, and said it would be a hell of a ride. I was two years away from my 60th birthday, and I was reluctant to do so because I did not want to be away from the family again. I agreed because it Jean that was asking. When I was his parliamentary secretary, we had become close working on the Charter of Rights and Freedoms and the repatriation of the Constitution. I was convinced he would be a great prime minister.

Royce Fiacconi and I picked Chretien up at the airport and were taking him to his hotel. As we came along Queen St. West, I asked Royce to turn right on Huron St.. Chretien chuckled. "Now, we're going to look at your damn canal, right?". I could never get one past him. We stopped at the canal and got out as close to it as we could. The park was a mess, and the canal itself in shambles.

Most people don't realize Chretien's love of history. Not just Canada's but most countries. He peppered me with questions, even when he knew most of the answers. We discussed the Northwest Rebellion of 1870, and the American refusal to let the Chicora use the Michigan canal. We talked about how the troops disembarked and had to carry their packsacks six miles through the bush behind us. Canada decided that we could not let this happen again, and the Canadian canal was built.

He said, "And now once again, our only passage to Lake Superior is through American waters."

I said, "Right. I am only asking one thing, your commitment to restore and re-open our canal."

Chretien never made snap decisions. He always considered the pros and cons before deciding an issue. He stood there for a time while Royce and I waited, then said, "This canal is not only a part of the Sault's history, it is a significant part of Canada's history."

"If I make it to Prime Minister, I will re-open it. Don't overspend because I want to balance the federal budget."

He did make it to Prime Minister. He and Paul Martin not only balanced the budget for one year, but for several years. And he did restore and re-open the Sault Ste. Marie canal.

I spent the next decade as a cabinet minister, a personal adviser to the Prime Minister, an Ambassador to Ireland and a Consul General to New England.

Jean Chretien was right. It was one hell of a ride.

One day in Boston, on my 70th birthday, I said to Marg, "I'm tired. Let's go home."

There was only one home, Canada, the best country in the world and Sault Ste. Marie, one of its best cities.

We packed and home we came.

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DATE	PRESENTATION	ORGANIZATION	DESCRIPTION
September 25 & 26	In person – Pick-up Pre-order	NOHLA – Latin Association	Pre-order Latin Food Baskets
September 25 - October 25	Digital – YouTube playlist	Ermatinger-Clergue N.H.S.	Fall Rendezvous Videos
September 25 – October 25	Digital – YouTube playlist	SSM Public Library	Various video presentations
September 25 – October 25	Digital Recording	Art Gallery of Algoma & IFC	Ribbon Skirts & Shirts
September 26	Livestream – Facebook	Ermatinger-Clergue N.H.S.	Quillwork, Sacred Medicines, 2 Row Wampum
Sept. 30 & October 21	Livestream	Artspeaks	Pop-up Art Hive Anti-Racism
Sept. 20, Oct. 15, Oct. 30	Digital Recording	NOHLA – Latin Association	Immigrant Stories
October 1 & October 14	In person	Artspeaks	Art Hive pop-up Anti-Racism
October 1	In person	SSM Museum	Fall Market & Music
October 3	Livestream – Zoom link	Algoma University	Bollywood Dance
October 5 to October 10	In person – Self-guided	SSM Museum & Downtown	Historical Scavenger Hunt
October 13, 14, 15, 19, 20, 21	In person – Free registration	CitySSM Recreation & Culture	Collaborative Art – 400 tiles
October 13	Livestream – Zoom link	Algoma University	Sharing Anishinabek Culture
September 25 – October 25	Digital Recording	CEFA – Francophone	Bienvenue a Sault Ste. Marie
September 25 – October 25	Zoom link - weekly	CEFA – Francophone	Conversation Circle
September 25 – October 25	Digital Recordings - 5	Fringe North Int'l Theatre Festival	Project Nishin – Indigenous Creatives



SAULT STE. MARIE
AND AREA
LOCAL IMMIGRATION
PARTNERSHIP



Art Gallery of
ALGOMA

EST. 1975

DOWNTOWN
ASSOCIATION

Sault Ste. Marie
Museum

NOLHA
Northern Ontario Latin-Hispanic Association



SAULT STE. MARIE



Sault Ste. Marie
Public Library
"One stop...endless possibilities"



Algoma
UNIVERSITY

FRINGE NORTH
INTERNATIONAL THEATRE FESTIVAL

Sault College School of Engineering



Presentation to City Council
September 28, 2020



Project Partners



- Sault College and the Humber Institute of Technology and Advanced Learning plan to partner to share resources and create Engineering Programs at their respective campuses.
- Both institutions have taught programs in Mechanical and Electrical disciplines for several years.
- Creating a School of Engineering is a logical progression of the existing programs into a program that will graduate accredited engineers and fill significant needs for engineers in Ontario



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• 2

Program Details

- Humber College and Sault College intend to collaborate initially on the co-delivery of the Bachelor of Engineering – Mechatronics degree program.
- Mechatronics engineering is a combination of the electrical and mechanical disciplines
- All 4 years of the degree program will be offered both at the Humber campus in the GTA and at the Sault campus in Sault Ste. Marie
- The majority of the courses will be delivered at Sault College Campus in Sault Ste. Marie with some courses broadcast from the Humber Campus.
- Graduates will receive a Bachelor's Degree in Engineering (B.Eng)



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• 3

Program Details

- The new Sault College School of Engineering project is being undertaken to address the anticipated labour market needs.
- Sault College is undertaking this project because:
 - It is aligned with the capabilities and strengths of the institution. Sault College has been training technicians and technologists for decades in the mechanical, electrical disciplines.
 - Sault College also has a state-of-the-art robotics program and laboratories that can be leveraged to enhance the engineering program.
 - Our existing graduates in these areas are well sought after by regional employers.
- This project will bring significant economic benefits to the community and the details of this are outlined in the subsequent sections.



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• 4

Market Need

- Engineers Canada, which promotes and maintains the integrity, honour and interests of the engineering profession, is projecting growth in most engineering disciplines through 2025.
- Disciplines that will see the most growth include mechanical engineering and electrical engineering.
- In 2020, the engineering sector continues to experience a deficit of skilled workers.
- One of the most pressing issues the industry faces is an aging workforce. Currently 30% of engineers are 55 or older, and 17% are over 65.
- As the boomer generation marches toward retirement, they'll leave big skill gaps in their wake, as there aren't enough newly-minted engineering grads in Canada to replace them.



•

• 5

Key Elements of The Project

1. Design and construction of new classroom and laboratory space to house the program – Target completion date of September of 2021
2. Purchasing the required equipment and ICT software and hardware needed to operate the program.
3. The project would require the College to repropose and renovate approximately 8000 square feet of program space. This will include:
 - Classroom space to accommodate 75 students' seats
 - CAD Lab
 - Computer Lab
 - PLC robotics lab
 - Project lab
 - Advanced manufacturing lab

Sault College plans to begin operating the program in the fall of 2021.



Project Outcomes

- Design and construction of a new school of engineering space that includes classrooms and lab space for a student enrolment of 100.
- Creation of approximately 12 to 15 high paying jobs at Sault College; professors, lab instructors, and program support staff through operation of the program.
- Creation of approximately 50 indirect jobs based on a multiplier factor of 3.5 ancillary jobs in the community
- \$37,000 of economic impact per student in the local economy through services, retail, entertainment and hospitality. \$3.7 Million per year at full program enrollment injected into the local economy.
- Creation of approximately 33 direct and 35 indirect construction jobs over the design and build phase.



Next Steps

- Finalize collaboration agreements among partners
- Finalize stage 2 funding applications for Provincial and Federal funders
- This \$4 Million initiative will be funded through a combination of Federal, Provincial, and College funds along with the City contribution of \$100,000
- Secure funding commitments with all stakeholders
- Design and construct Engineering campus

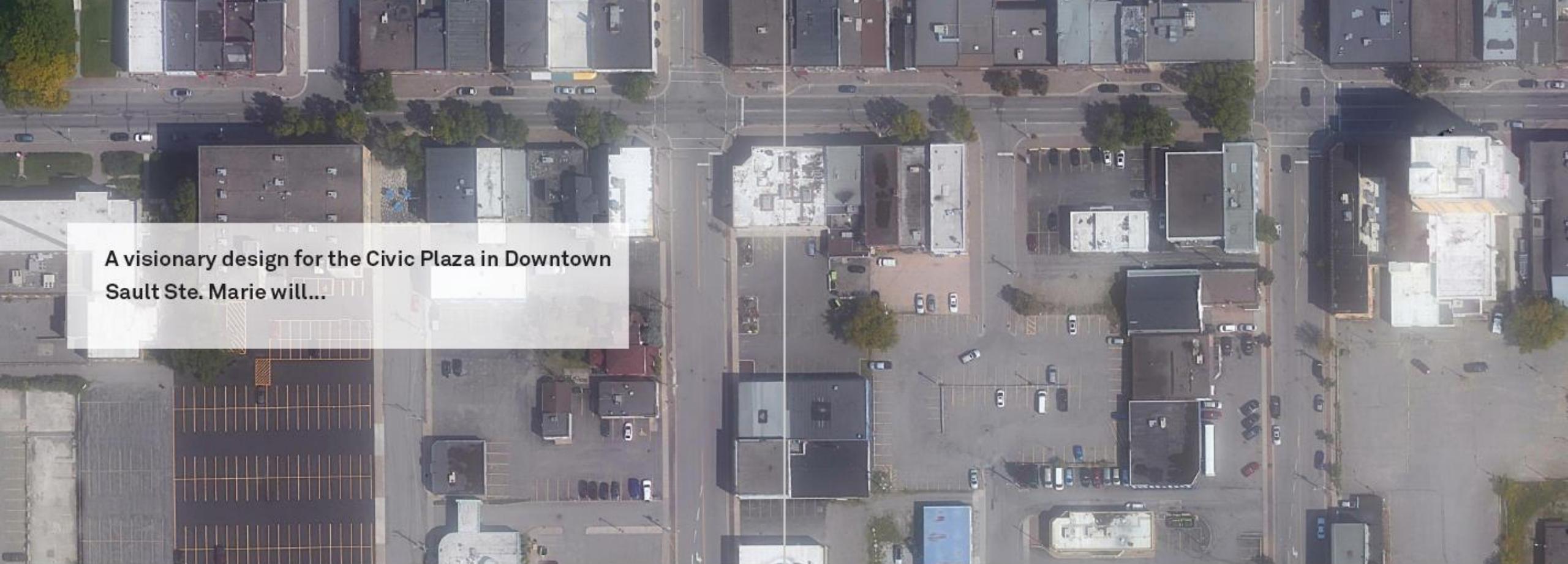


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• 8

Sault Ste. Marie Downtown Civic Plaza

Council Presentation
September 28, 2020



A visionary design for the Civic Plaza in Downtown
Sault Ste. Marie will...

1

Elevate the
Plaza as the
signature
public space for
downtown

2

Create a
four-season
destination
full of exciting
activities that
encourage
repeat visits

3

Undertake
a holistic
placemaking
approach –
considering
design, use,
activities and
programming –
that will ensure
success for this
important place

4

Advance
concepts that
reflect the fresh
and exciting
energy building
in downtown
Sault Ste. Marie

5

Incentivize new
development in
downtown by drawing
visitors to the area for
over 250 days of the year

Downtown Plan



Context & Site Analysis

Site + Additional Property Acquisitions



Context Analysis



Context Analysis – Arts, Culture & Recreation



Context Analysis – Active Transportation



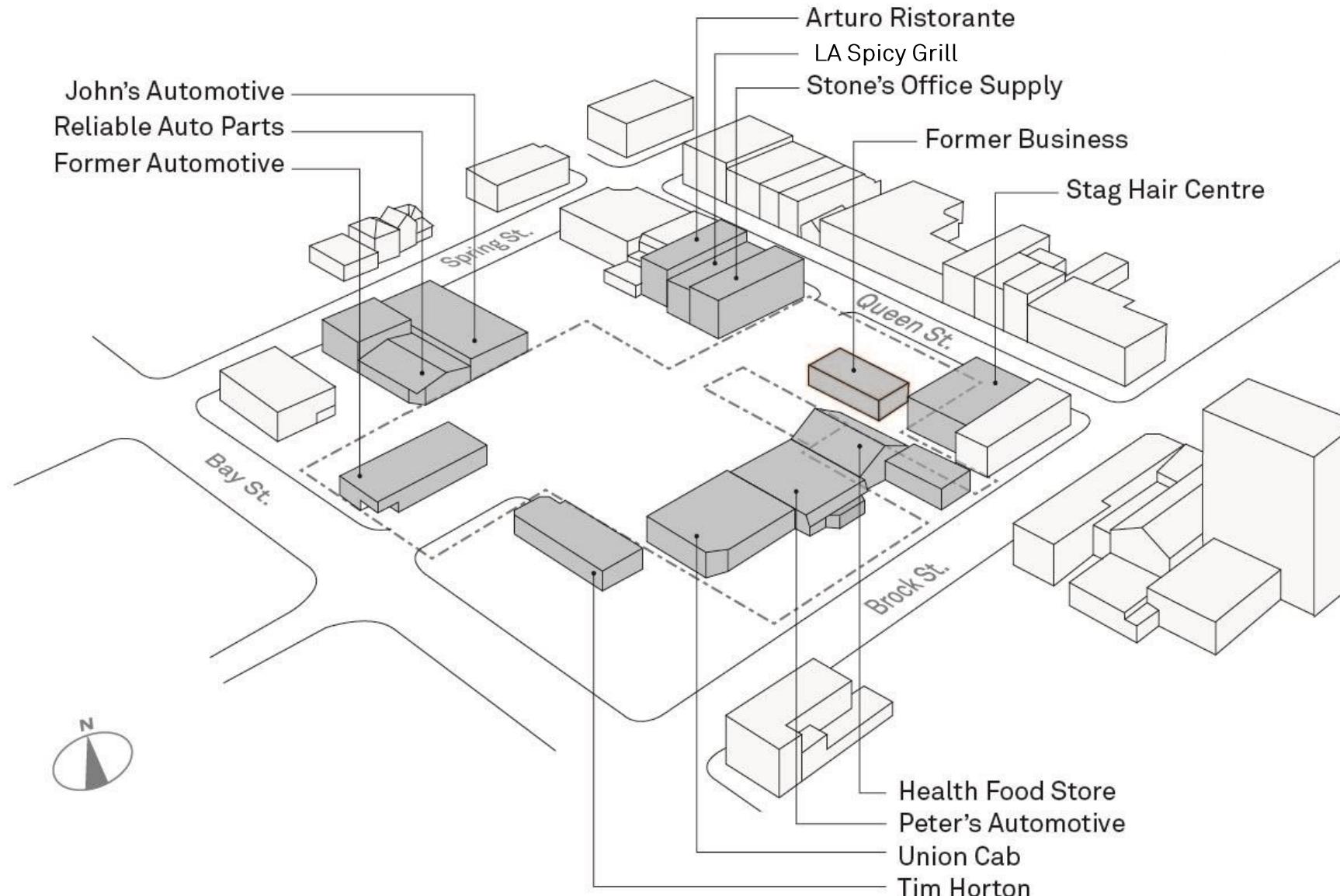
Context Analysis – Green Space



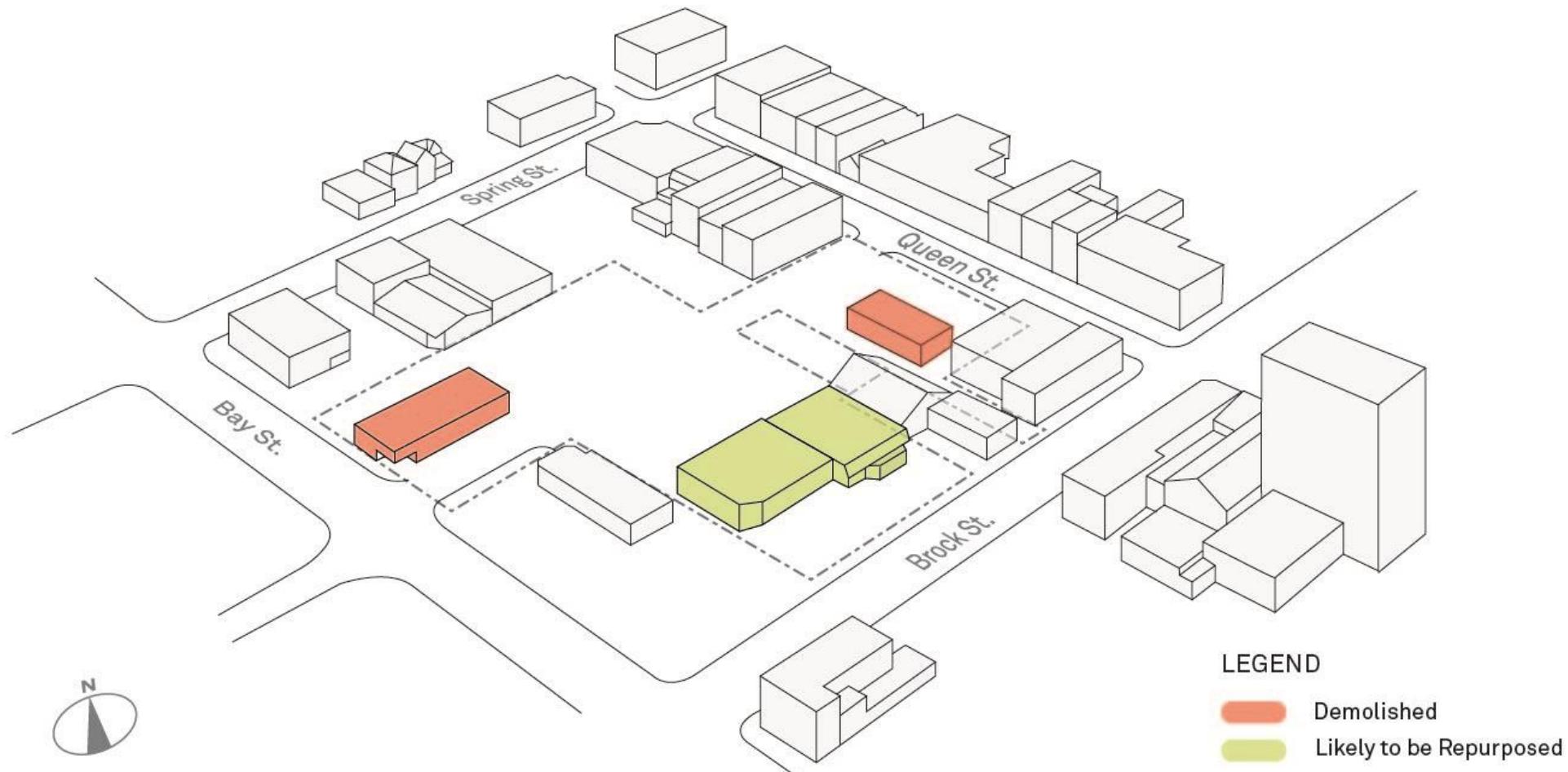
Context Analysis – Parking lots



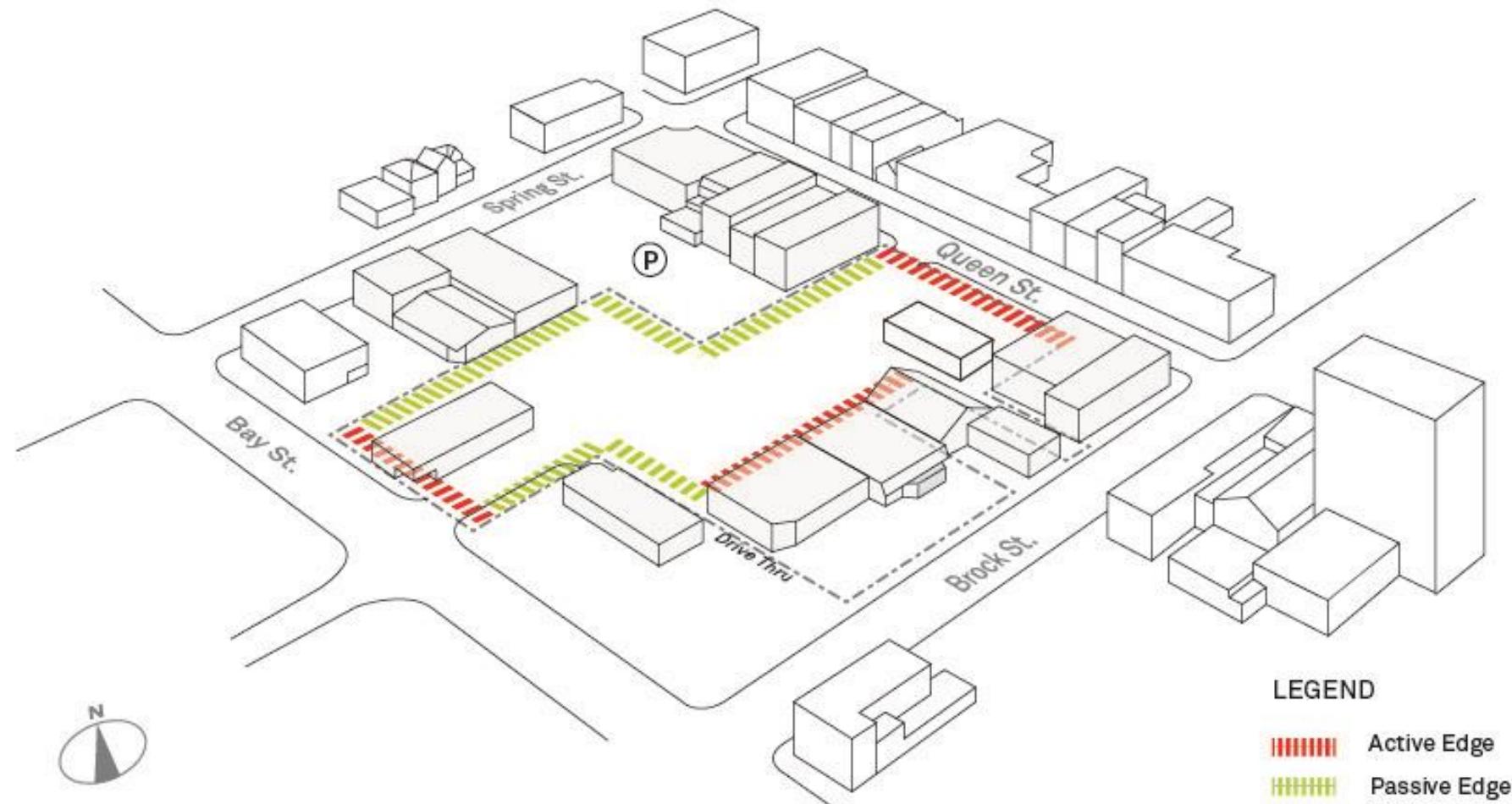
Site Analysis – Adjacent Buildings



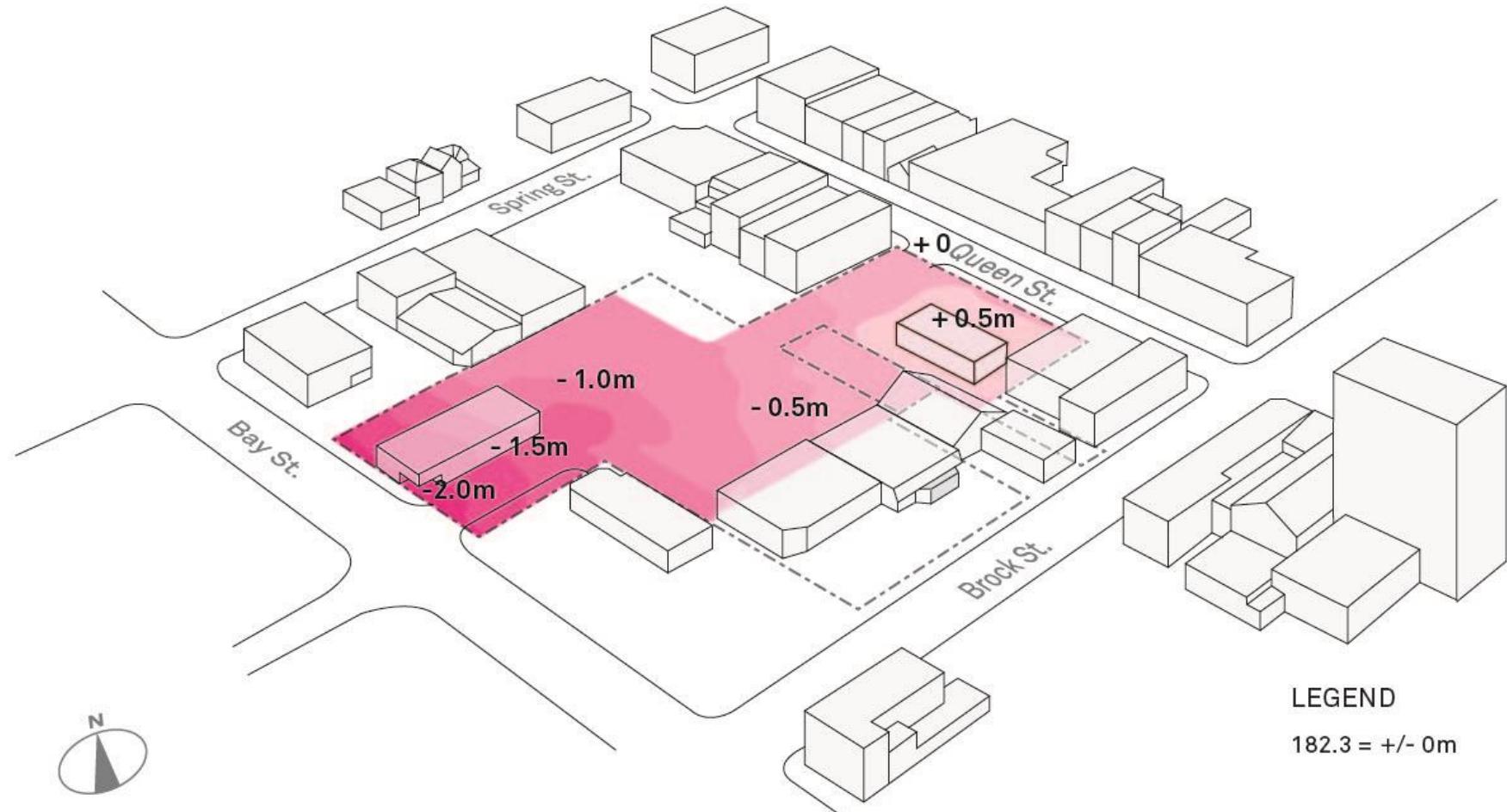
Site Analysis – Acquired Properties



EDGE CONDITIONS

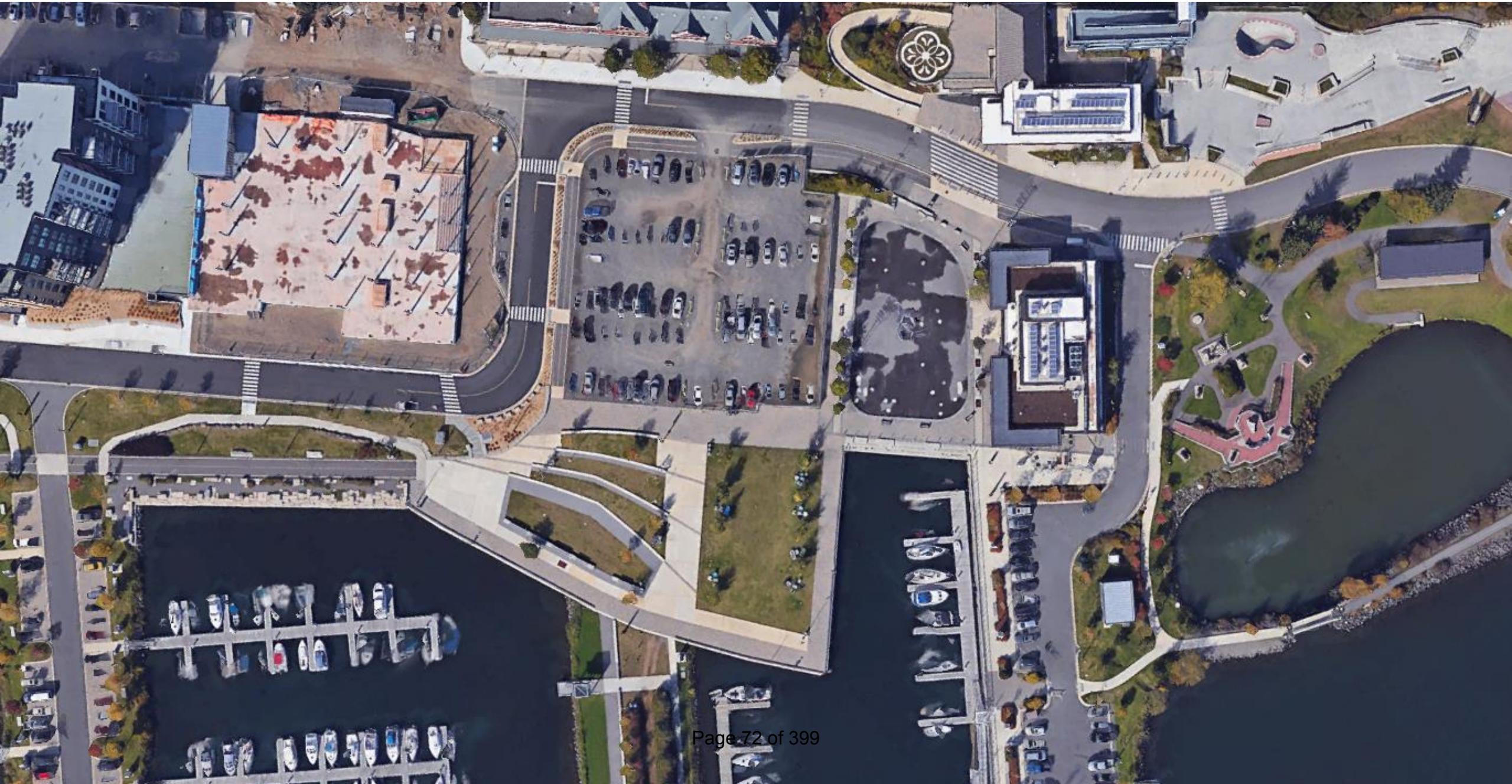


GRADES



Case Studies

Prince Arthur's Landing, Thunder Bay



Prince Arthur's Landing, Thunder Bay



Prince Arthur's Landing, Thunder Bay



Prince Arthur's Landing, Thunder Bay



Prince Arthur's Landing, Thunder Bay

Total Size: 0.83 hectares

- 940 m² skating rink
- 750 m² pavilion that includes a restaurant and event space, as well as services for skating/splash pad

Amenities:

- Skate change room, mechanical and ice resurfacer housed in adjacent building
- Concession and restaurant in adjacent building
- Trees in soil cells
- Fireplace in winter, spray play in summer
- Dynamic lighting
- Newly built expansion of park area sounding areas **
- Flexible outdoor market space

Market Square, Guelph



Market Square, Guelph



Market Square, Guelph



Market Square, Guelph



Market Square, Guelph



Market Square, Guelph



Market Square, Guelph

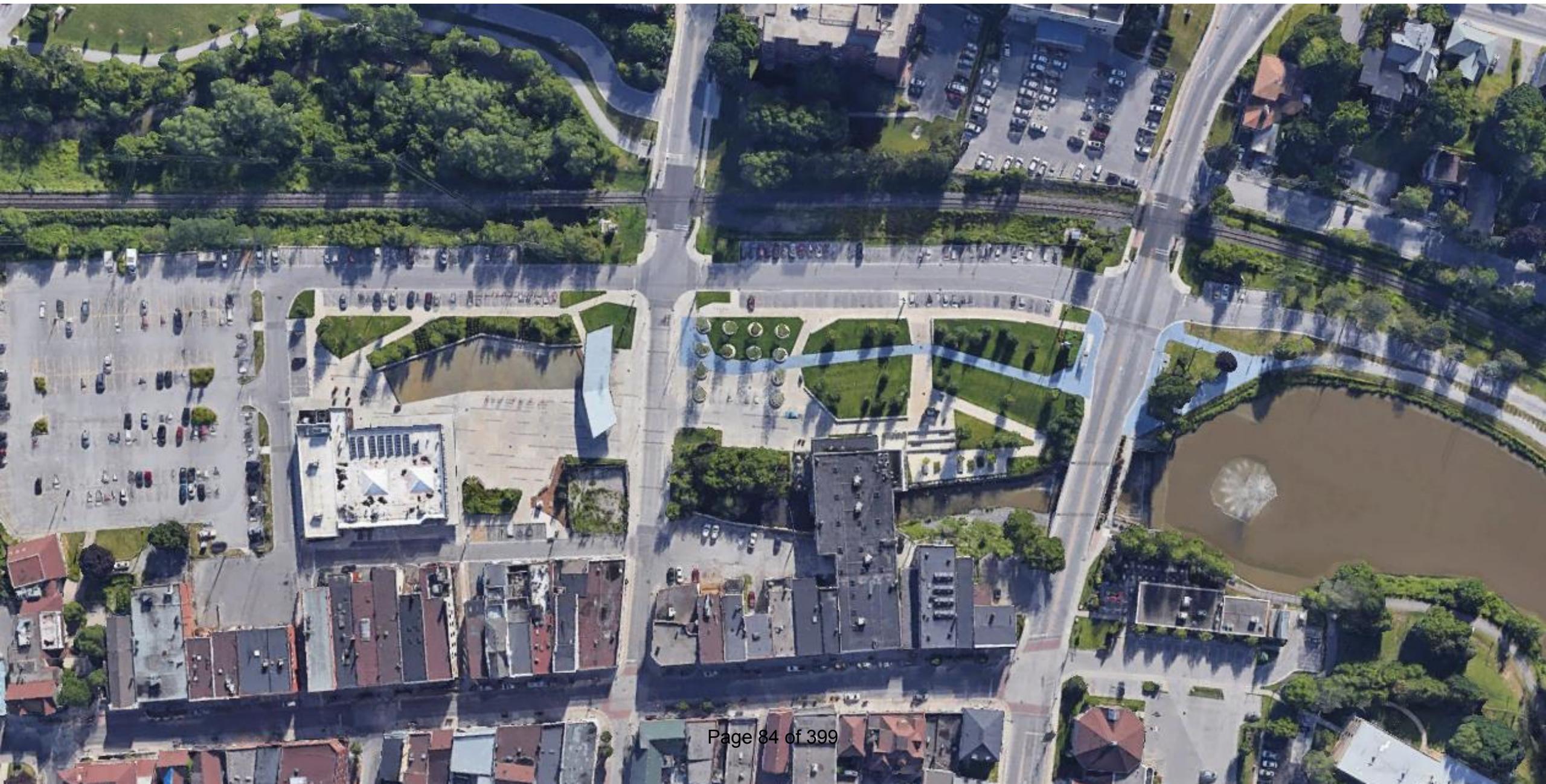
Total Size: 0.77 hectares

- 790 m² oval skating rink
- 460 m² pavilion (lockers, seating, washrooms and storage for ice resurfacing machine)
- 30 parking spaces

Square Amenities:

- upgrades to water, sewer and utilities along adjacent street
- renewed sidewalks and landscaping
- skating rink/wading pool with lighting and water features
- skating pavilion with washrooms and ice resurfacing machine
- market building located 1 block south

Riverwalk Commons, Newmarket



Riverwalk Commons, Newmarket



Riverwalk Commons, Newmarket



Riverwalk Commons, Newmarket

Total Size: 1.27 hectares

- 870 m² oval skating rink
- 1,820m² community centre (4 large community rooms, mechanical room, garage, washrooms)
- 280 m² shade structure

Plaza Amenities:

- Upgraded former parking lot into multi-use adaptable plaza space
- Connects existing trail system
- New community centre
- Open plaza
- Skating rink/wading pool with lighting and water features
- Trees with soil cells
- Large shade structure
- Local outdoor market (first Saturday from May-October) with approx. 40 vendors

Pat Bayly Square, Ajax



Pat Bayly Square, Ajax



Pat Bayly Square, Ajax

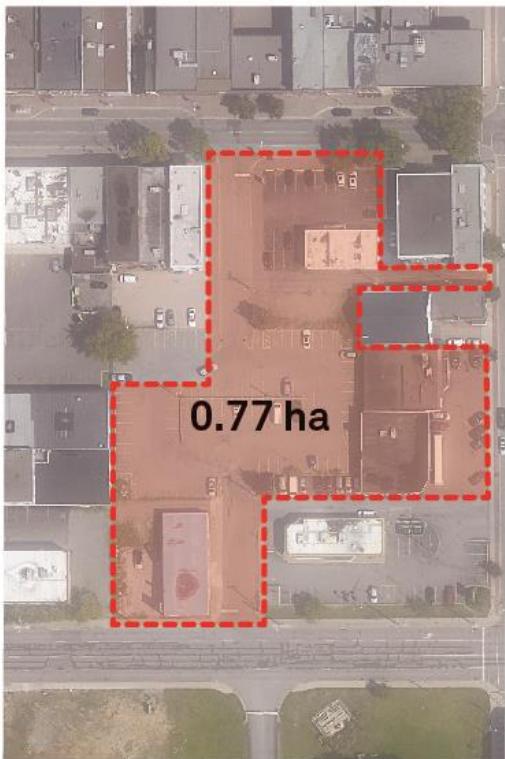
Total Size: 0.77 hectares

- 860 m² skating/splash pad

Amenities:

- Outdoor event space, stage, seating and public art
- Adjacent civic buildings with washrooms and services for skating/splash pad

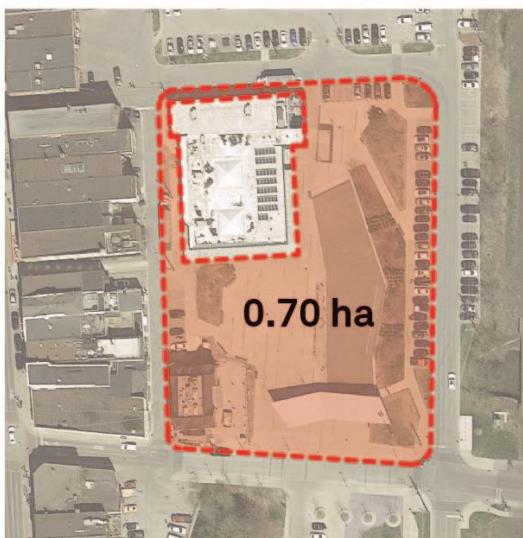
Plaza Size Comparison



Downtown Civic Plaza
Sault Ste. Marie



Market Square
Guelph



Riverwalk Commons
Newmarket



Prince Arthur's Landing
Thunder Bay



Pat Bayly Square
Ajax

Skate Size Comparison



Downtown Civic Plaza
Sault Ste. Marie



Market Square
Guelph



Riverwalk Commons
Newmarket

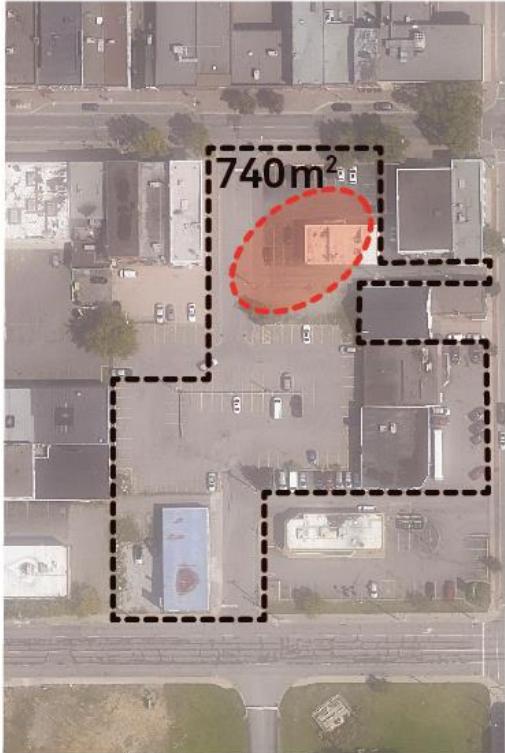


Prince Arthur's Landing
Thunder Bay

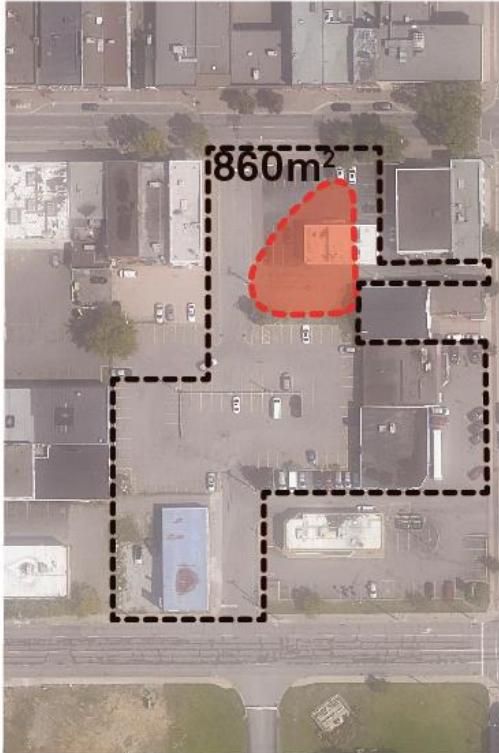


Pat Bayly Square
Ajax

Skate Size Comparison



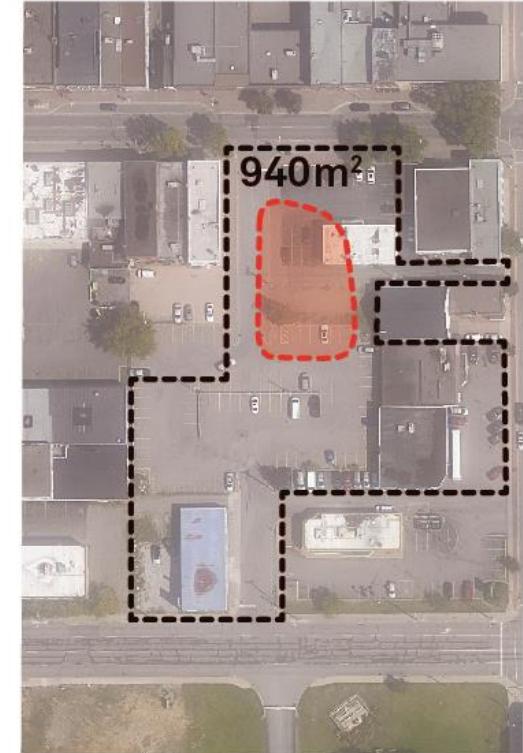
Market Square
Guelph



Pat Bayly Square
Ajax



Riverwalk Commons
Newmarket

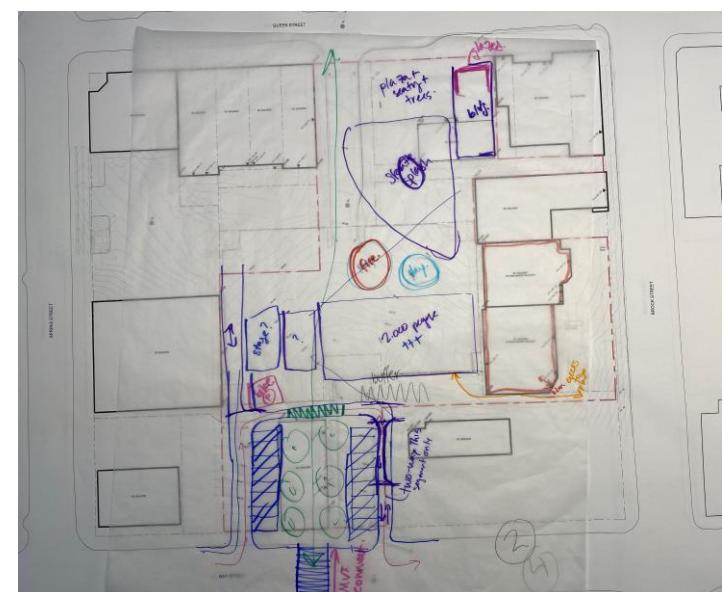
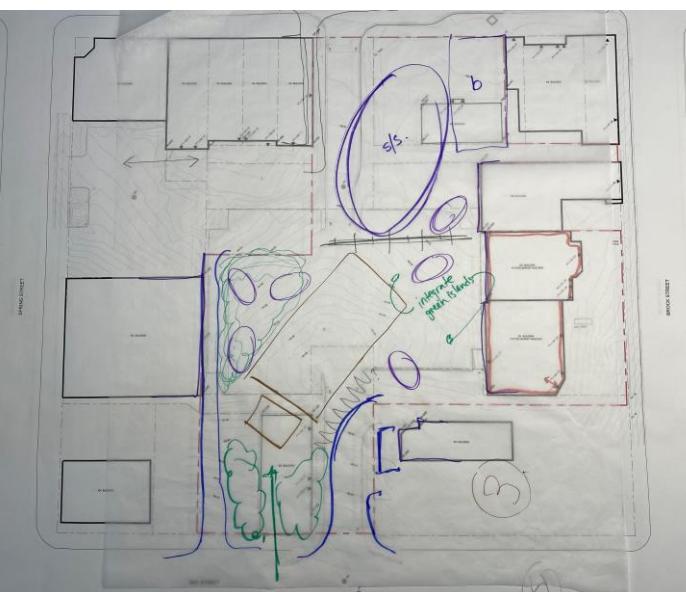
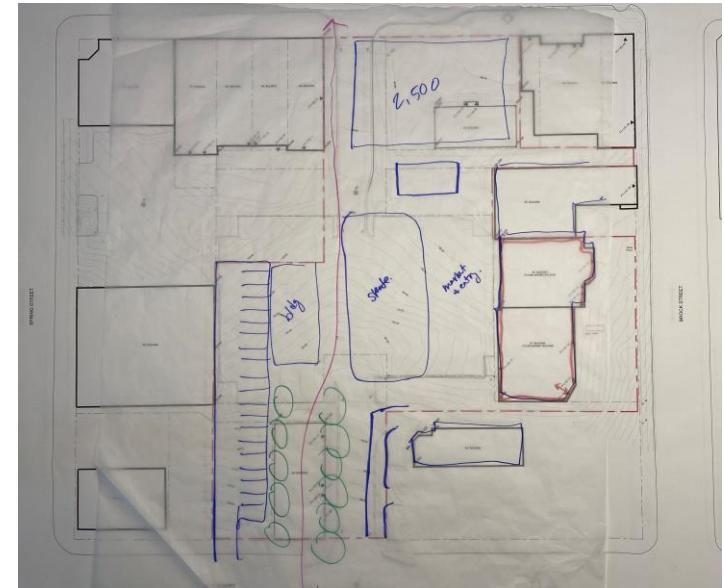
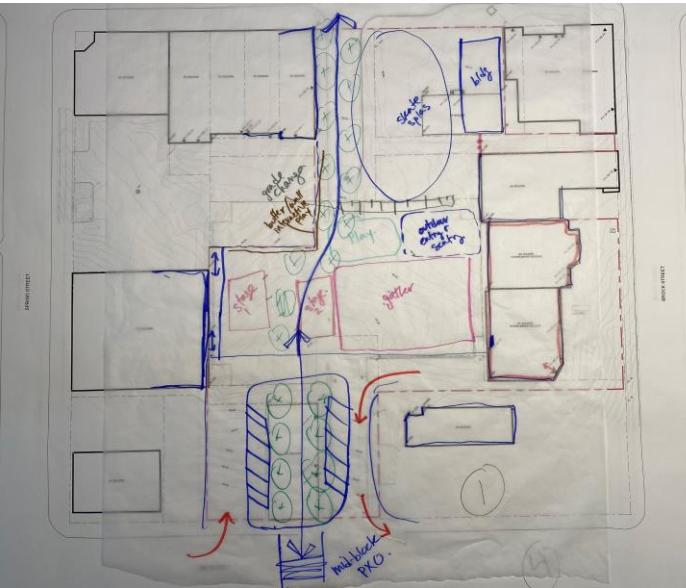


Prince Arthur's Landing
Thunder Bay

Initial Ideas for Programming & Events in the Plaza

- Art in the Park
- Car shows such as the annual Queen Street Cruise
- Bonfires
- Buskers, Taste of the Sault Festival, Jazz Fest, Fringe Festival
- Children's play space (includes games, outdoor chess, shuffleboard, etc.)
- Christmas tree
- Crokicurl and Jam Can curling
- Cultural & social gathering space
- Dance Groups
- Farmer's market and outdoor market events
- Food trucks
- Interactive public art features (also temporary displays)
- Outdoor Concerts, theatre, movies, musical performances
- Pop-up patios
- Indigenous ceremony
- Skating rink
- Spectacular lighting displays
- Water feature
- Yoga in the plaza

Design Process – Collaborative Workshop



Concept Plan

Design Inspiration



Design Inspiration

Our concept draws inspiration from the St. Mary's River rapids.

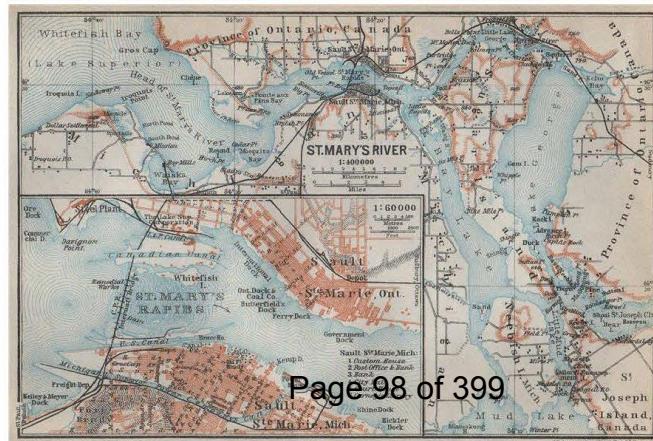
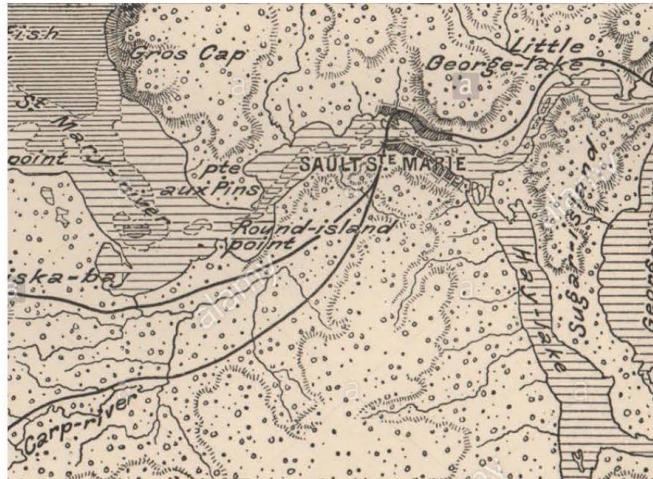
Geologically, they St. Mary's River narrows marks a significant elevation change from Lake Superior to Lake Michigan and Lake Huron, creating a dynamic set of rapids that was once rich in flora and fauna.

To the region's first inhabitants – the Anishinaabe – the area was called Baawitigong, or “place of the rapids” and was a gathering place for the local community.

Post-colonization, Sault Ste. Marie became an important trading hub and industrial centre, owing to the St. Mary's River and to the conquering of the rapids through technological innovation.

Today, the rapids remain an important part of the experience of the St. Mary's River as ships pass, fish and water levels ebb and flow. The backdrop of the rapids that surround Sault Ste. Marie is the natural beauty of northern Ontario landscape.

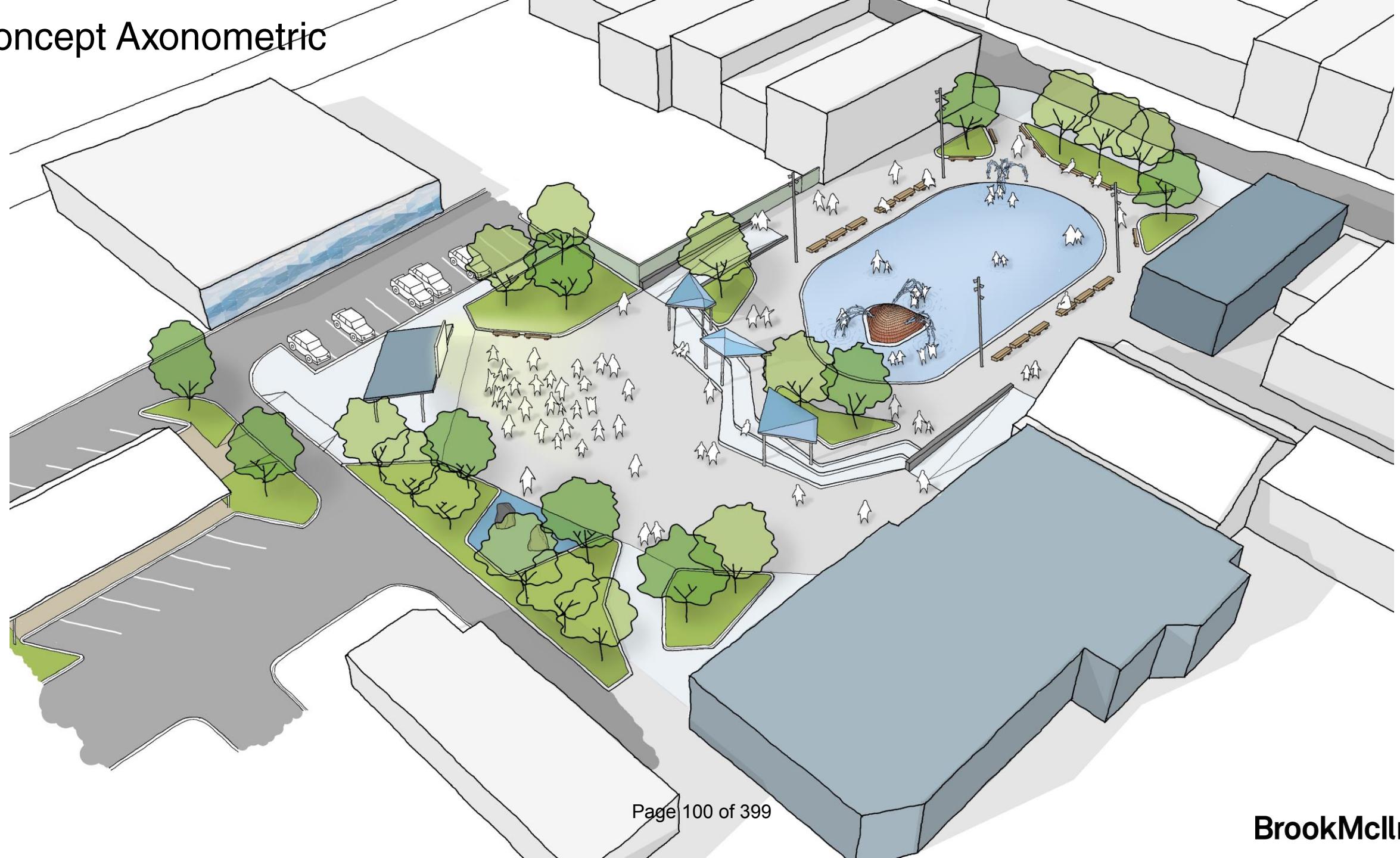
Our concept celebrates the dynamic St. Mary's River rapids, using their form as inspiration for the plaza design, with shapes, patterns and storytelling within the space. Importantly, the story of Baawitigong and the Anishinaabe people will be expressed to ensure today's inhabitants of this land understand that Indigenous peoples cared for and understood this place long ago.



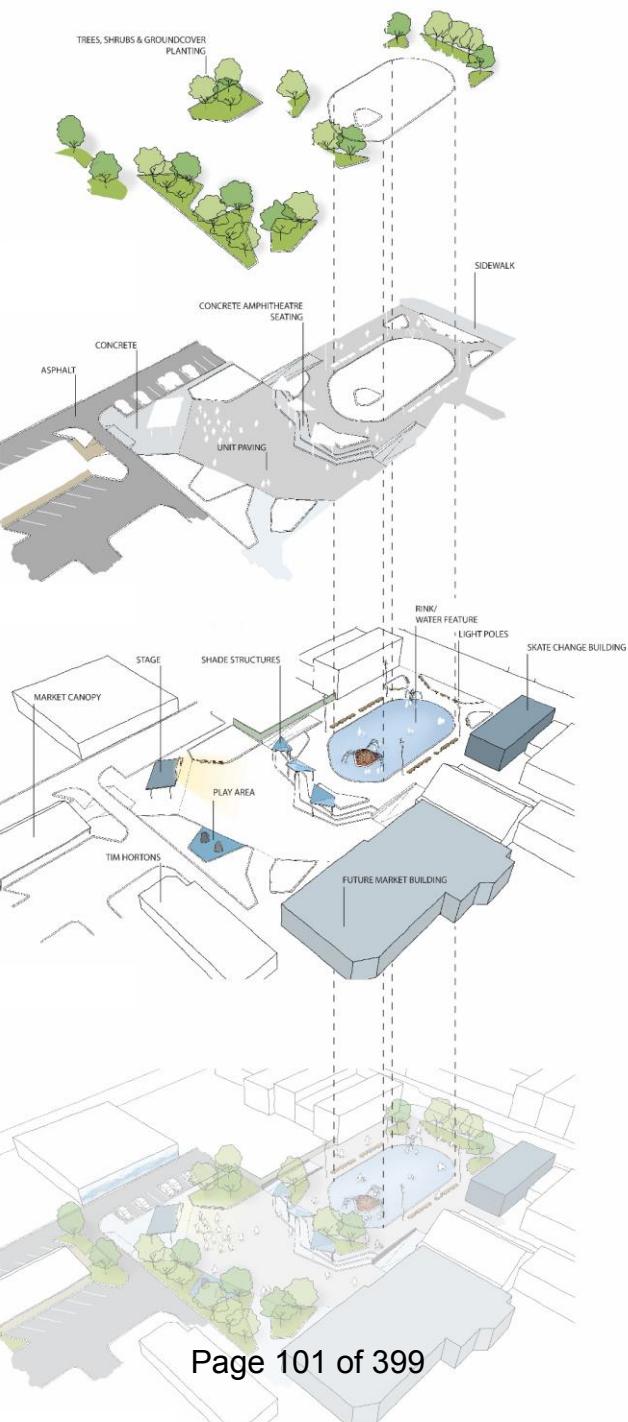
Concept Plan



Concept Axonometric



Layering



Soft landscape

Hard landscape

Activation Elements

Plaza

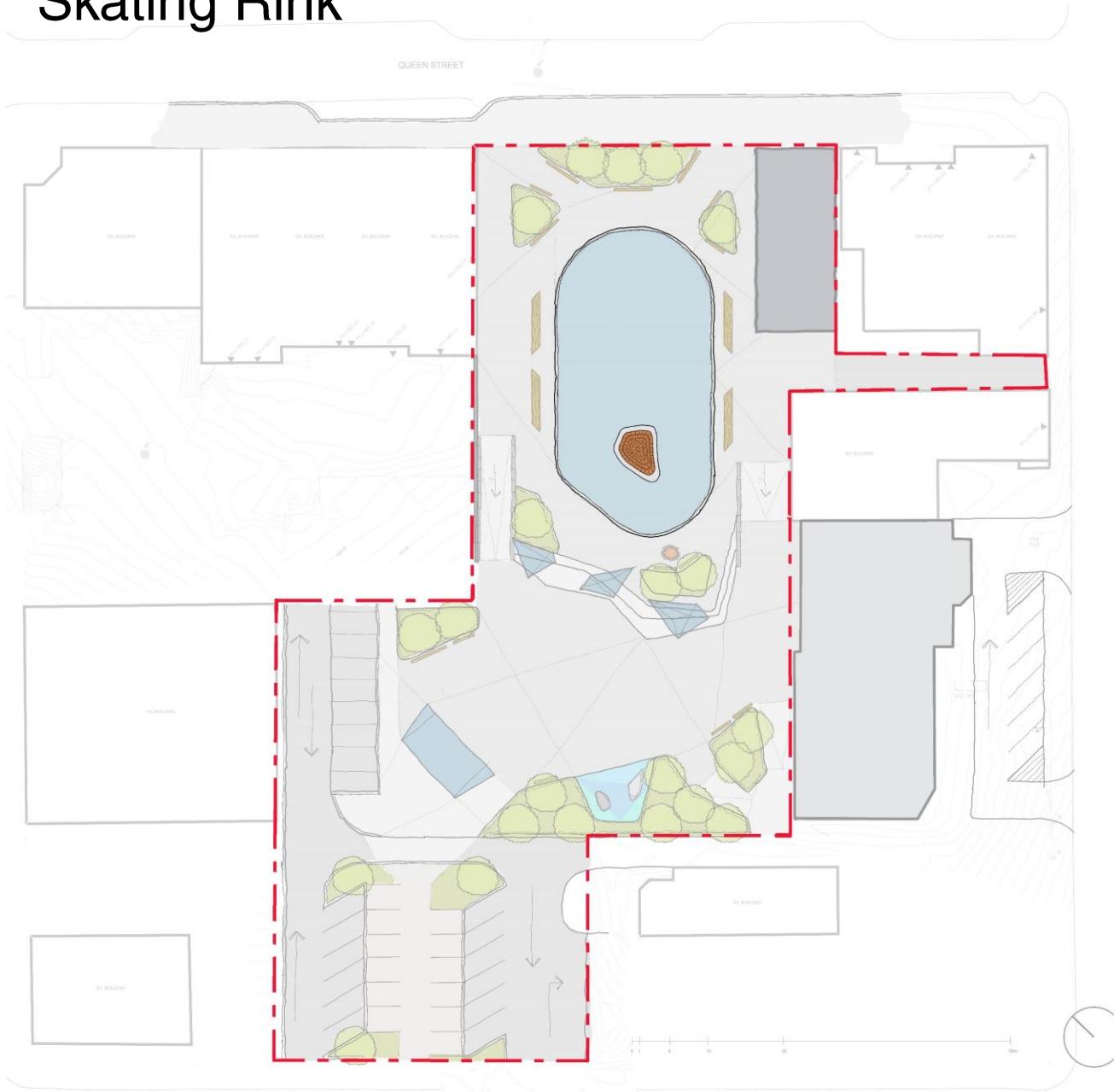
Splash Pad



Splash Pad Mound

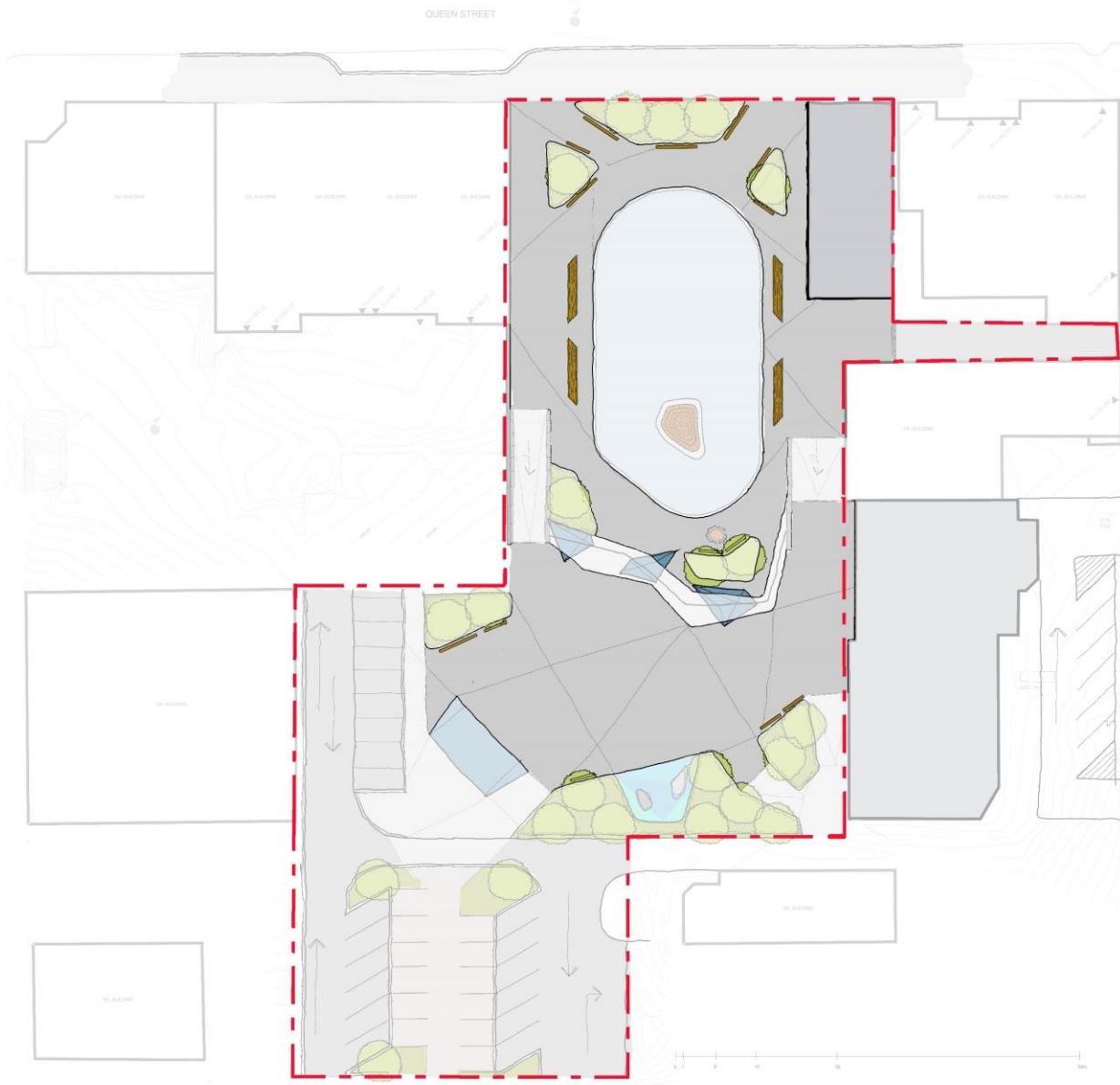


Skating Rink



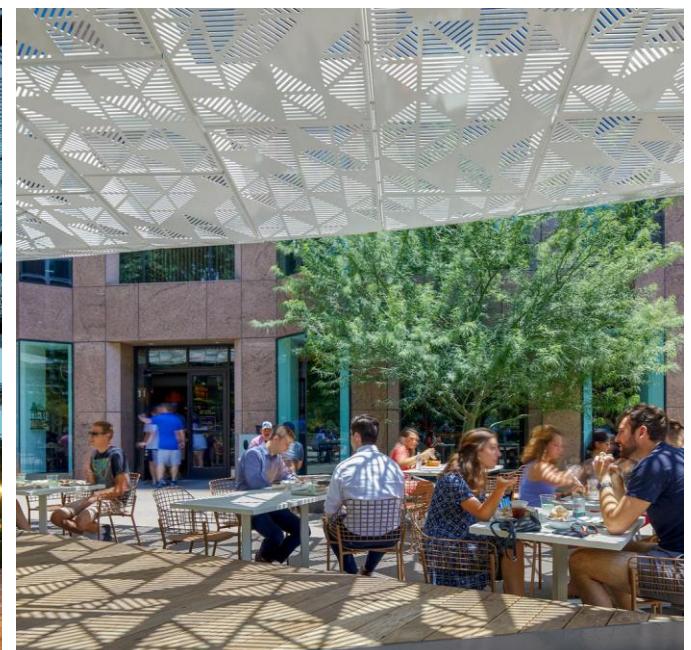
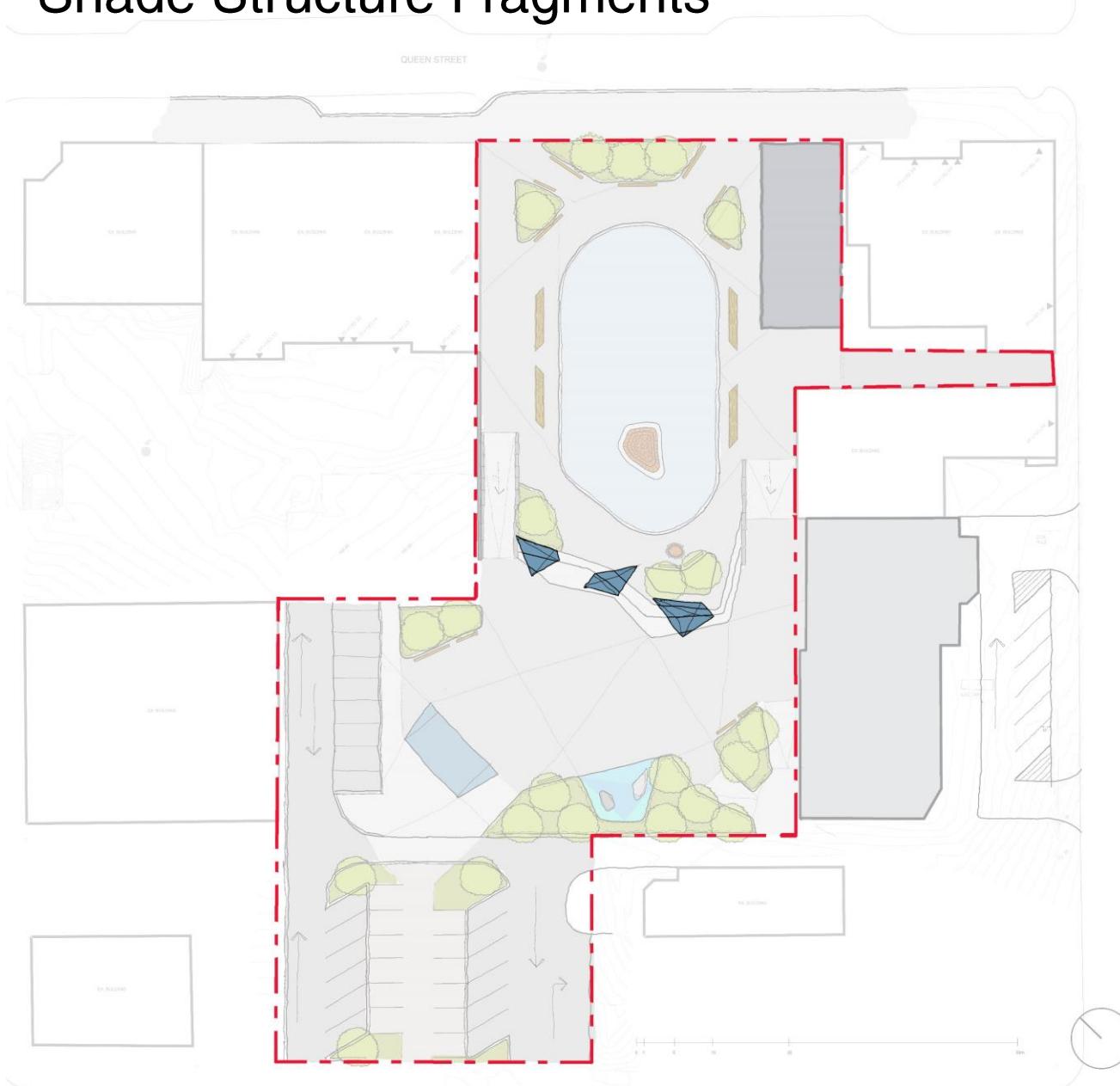


Signature Paving Pattern

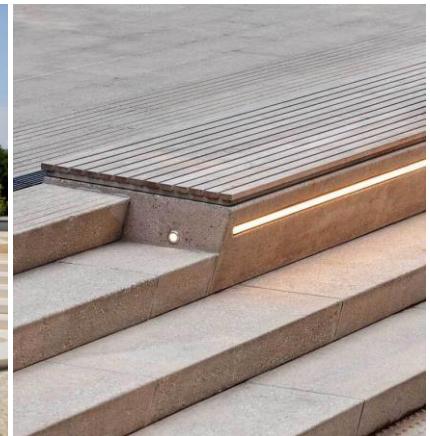
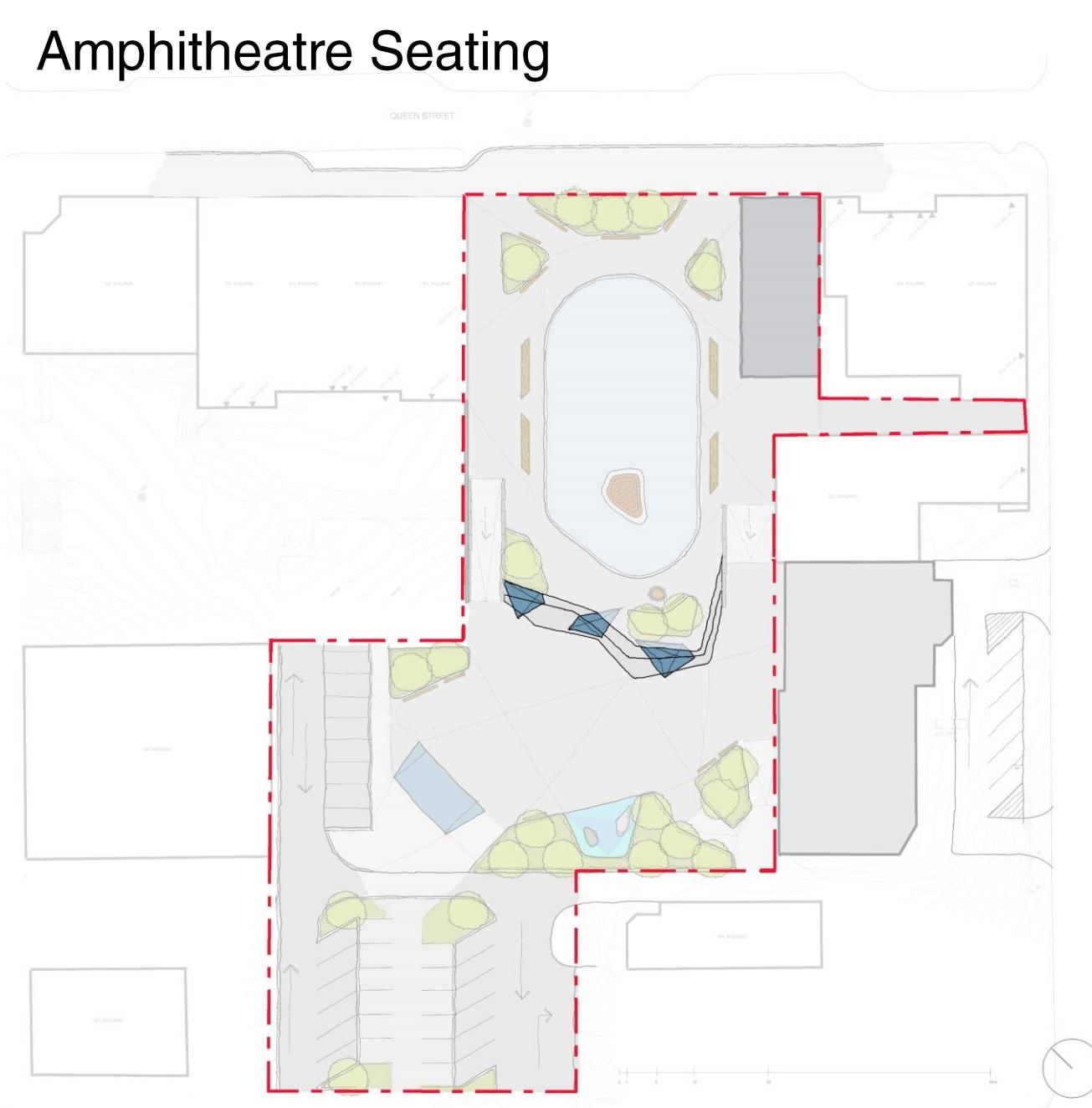


Rapids as
inspiration for
paving pattern

Shade Structure Fragments



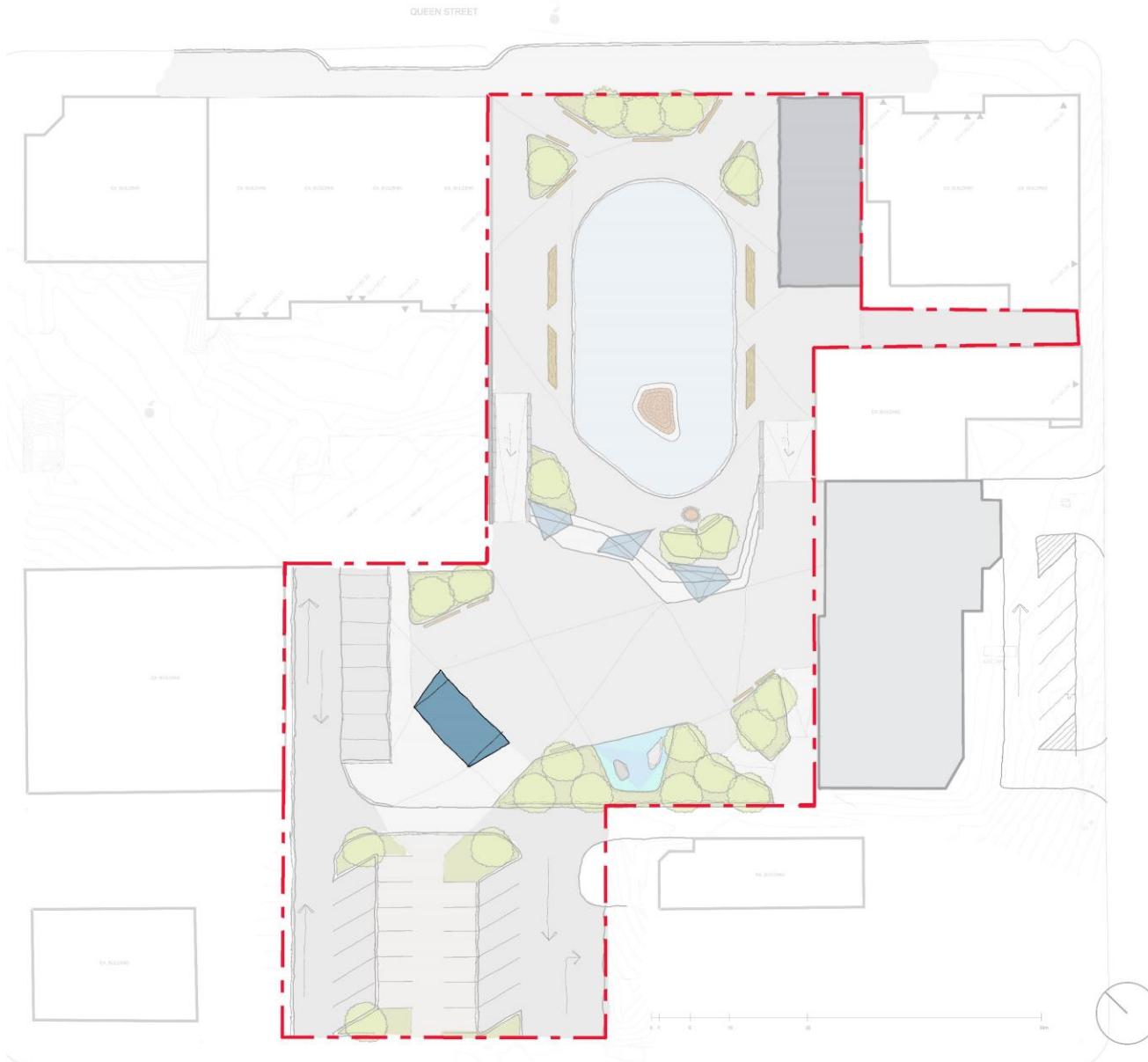
Amphitheatre Seating



Fire Pit



Stage Structure & Event Screen



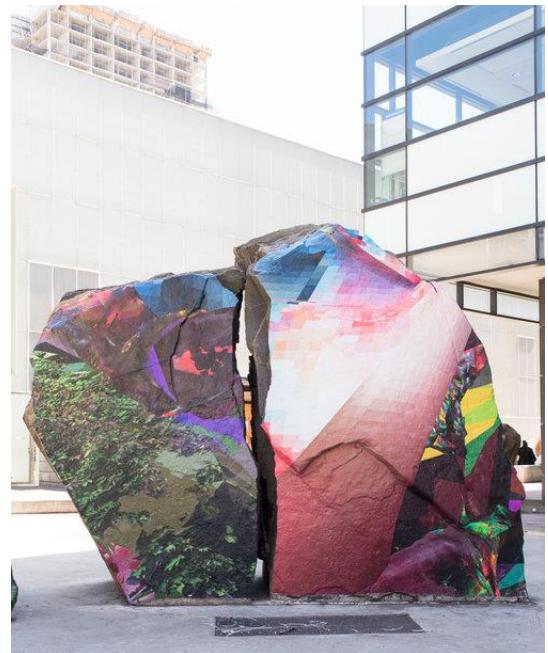
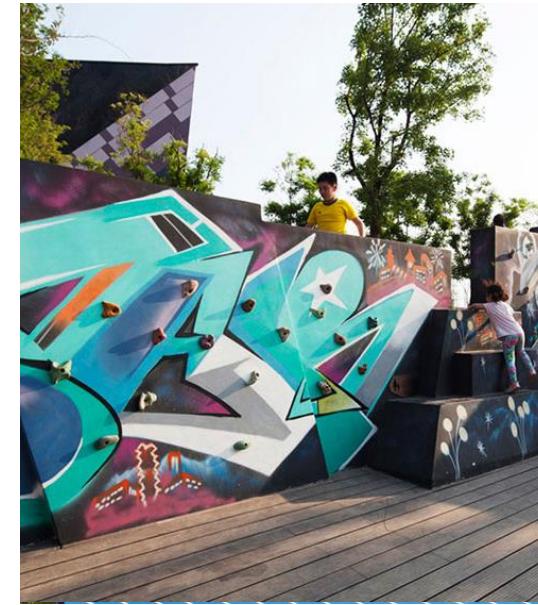
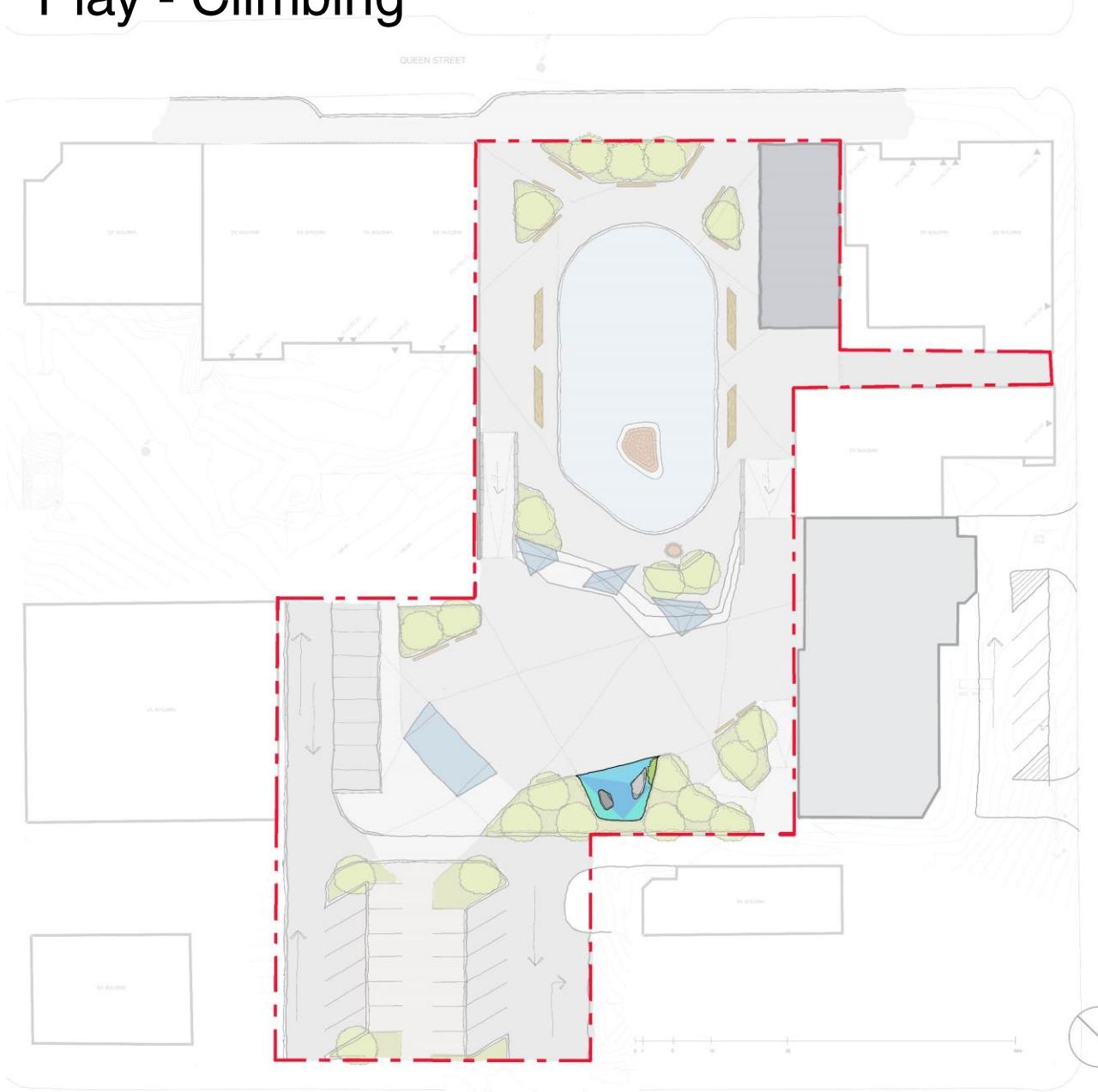
Event Scenarios



Seating



Play - Climbing



Planting, Trees & Bioswales



Outdoor Market



Lighting Design Concept

2

Layer 1 : General Illumination



General Illumination

Features

- General ambient illumination
- Pole mounted luminaires



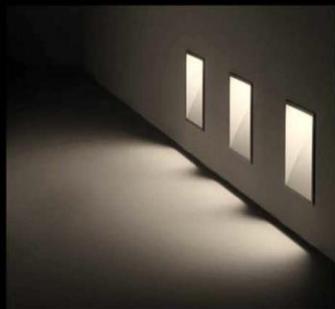
Illumination provided by building façade lighting



Integrated Lighting Elements

Features

- Accent lighting at key moments
- Flexible encapsulated tape light at benches
- Step lights at ramps



Layers of Light

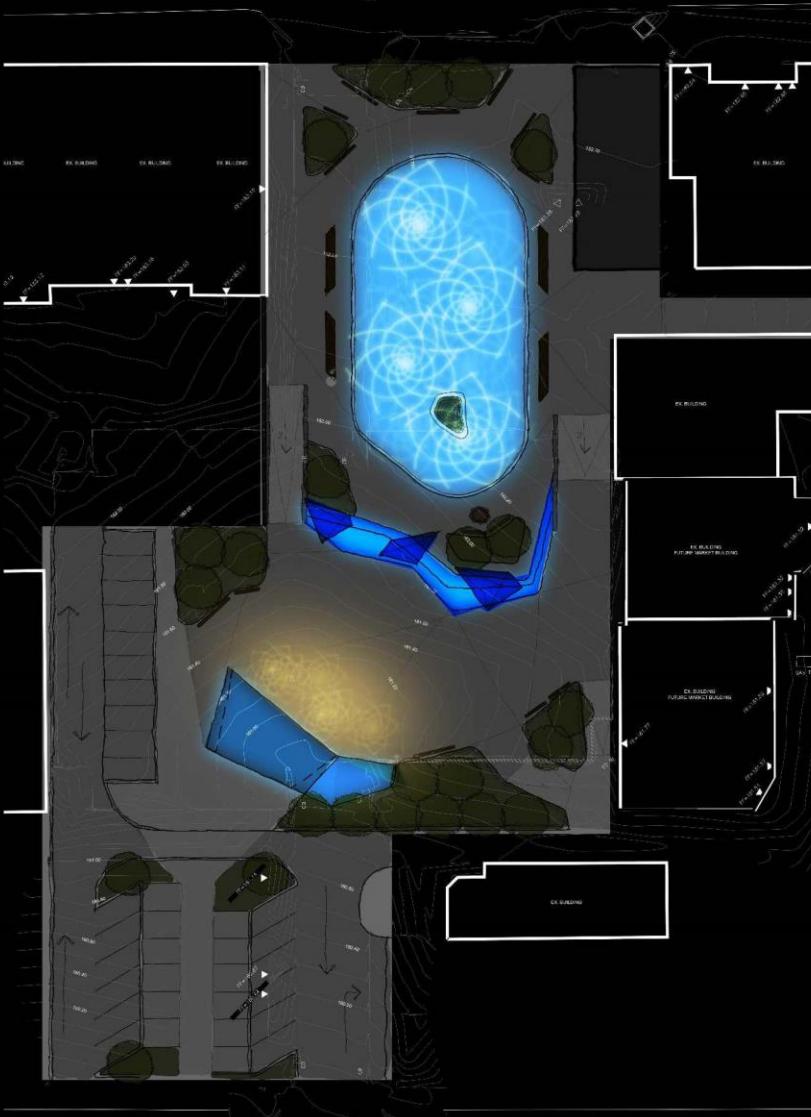
SSM DOWNTOWN CIVIC PLAZA - 100% SCHEMATIC DESIGN

MBL

Lighting Design Concept

3

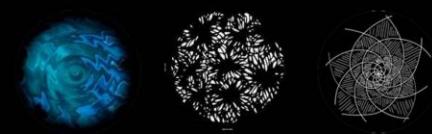
Layer 2 : Audience Engagement



Public Engagement Lighting

Features

- Theatrical Lighting to Illuminate key areas
- Flexibility in Aiming
- Ability to Apply Different Lens Effects



Interactive Lighting

Features

- Interactive lighting element at shade structures
- Multiple layers of interactivity :
- Stair + Structure
- Emulates water flow + rushing water
- Motion Interactivity



Layers of Light

SSM DOWNTOWN CIVIC PLAZA - 100% SCHEMATIC DESIGN

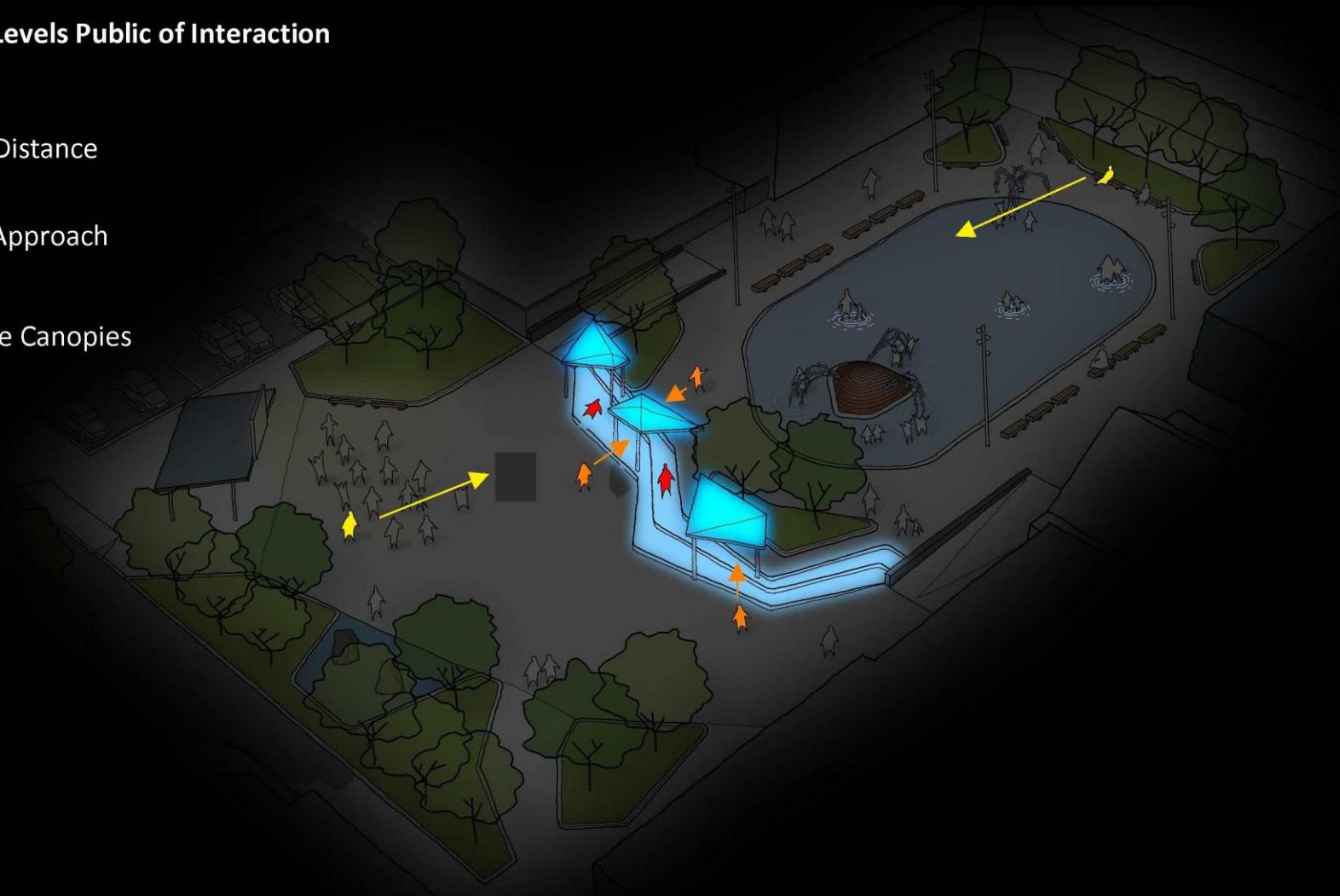
MBL

Lighting Design Concept

Levels of Interaction

Three Key Levels Public of Interaction

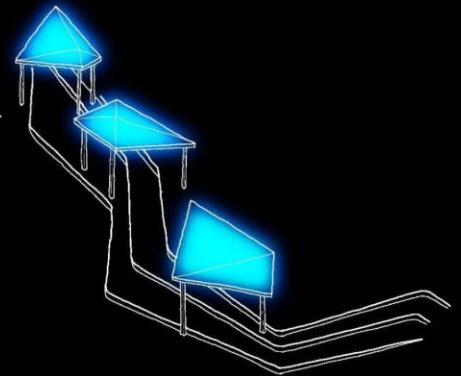
- At a Distance
- The Approach
- At the Canopies



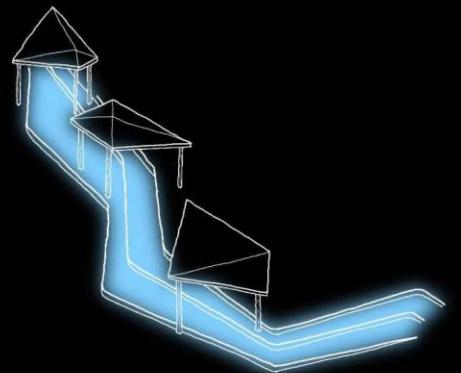
Layers of Light

4

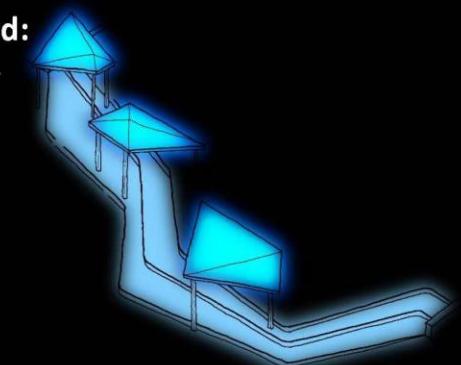
- Layer 1:**
Canopy
Interior +
Exterior



- Layer 2:**
Stairs



- Combined:**
Canopy +
Stairs



Interactive Lighting Design Approach

SSM DOWNTOWN CIVIC PLAZA - 100% SCHEMATIC DESIGN

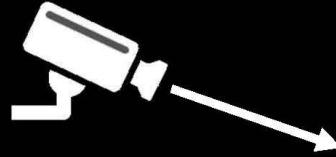
MBL

Lighting Design Concept

5

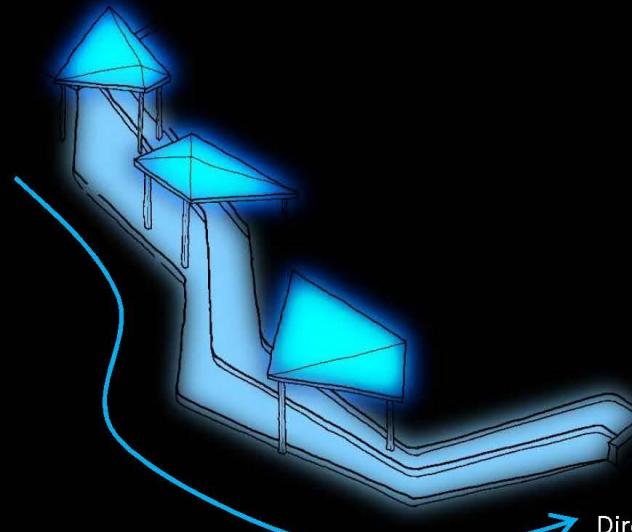
Layers of Interaction : Quantity of People

Higher Quantity of People = Faster Movement of Water Effect

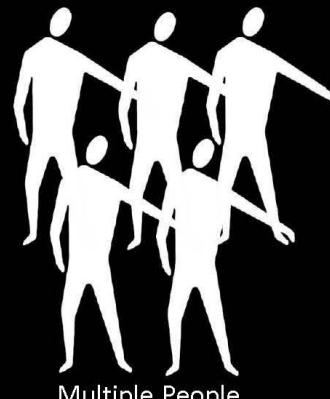
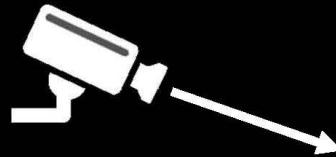


Single Person

Single Person – Calm Water Effect

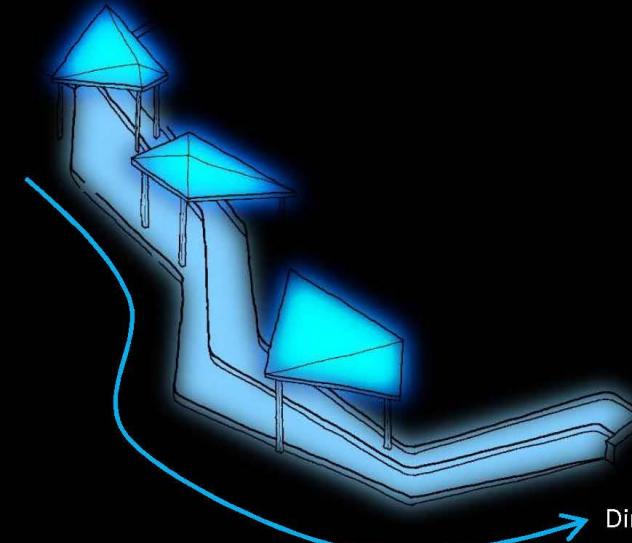


Calm Water Effect



Multiple People

Multiple People – Rapid Water Effect



Rushing Water Effect

Layers of Public Interactivity

SSM DOWNTOWN CIVIC PLAZA - 100% SCHEMATIC DESIGN

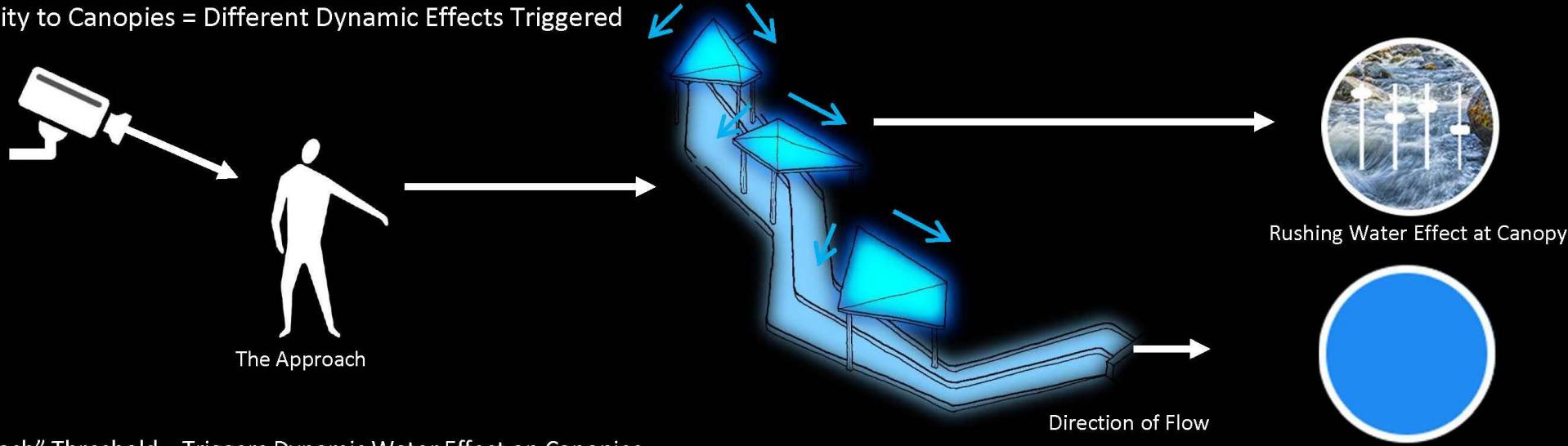
MBL

Lighting Design Concept

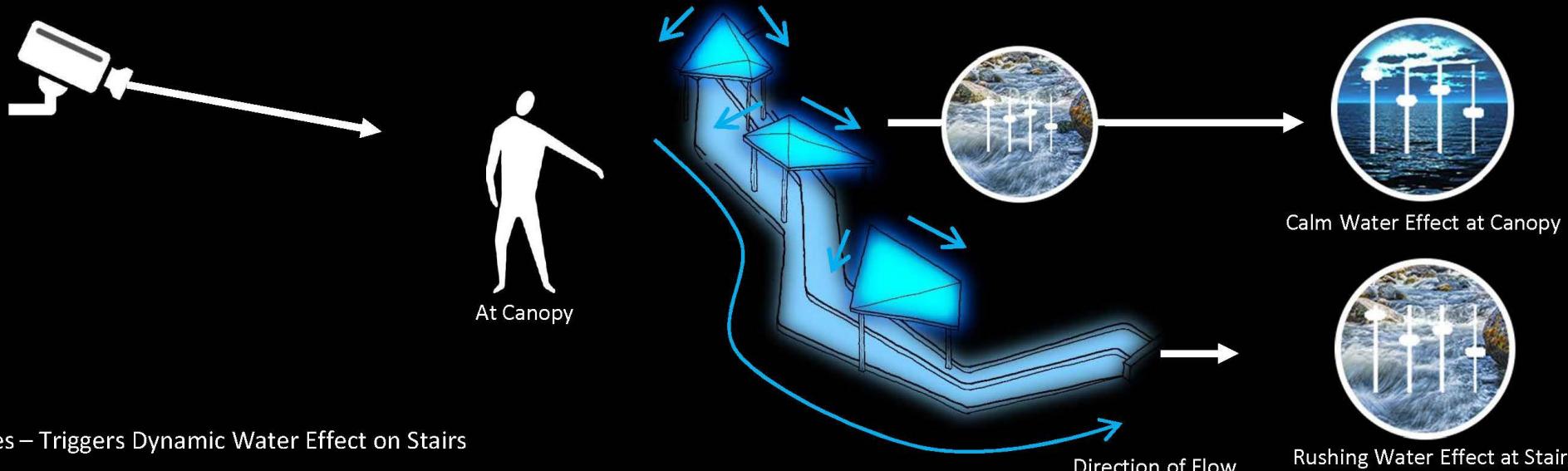
6

Layers of Interaction : Proximity to Canopies

Closer Proximity to Canopies = Different Dynamic Effects Triggered



At "The Approach" Threshold – Triggers Dynamic Water Effect on Canopies



At the Canopies – Triggers Dynamic Water Effect on Stairs

Layers of Public Interactivity

SSM DOWNTOWN CIVIC PLAZA – 100% SCHEMATIC DESIGN

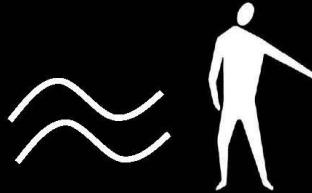
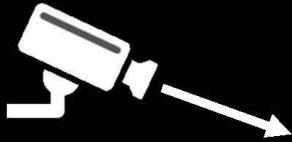
MBL

Lighting Design Concept

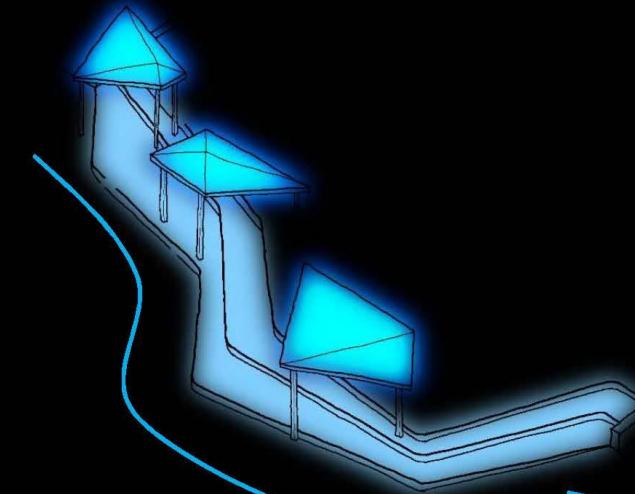
7

Layers of Interaction : Duration of Interaction

Duration of Interaction With Canopies = Triggers Different Effects



Quick Motion

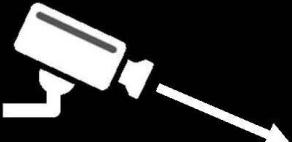


Direction of Flow

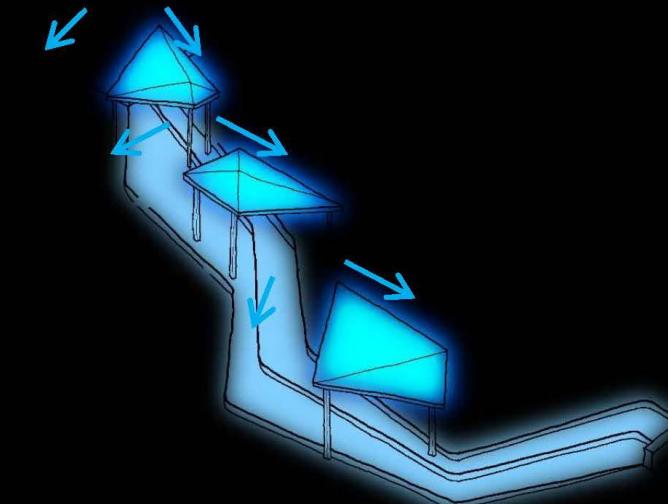


Calm Water Effect

Quick Walk Through Triggers Quick Wave Motion



Longer Stay



Direction of Flow



Rushing Water Effect

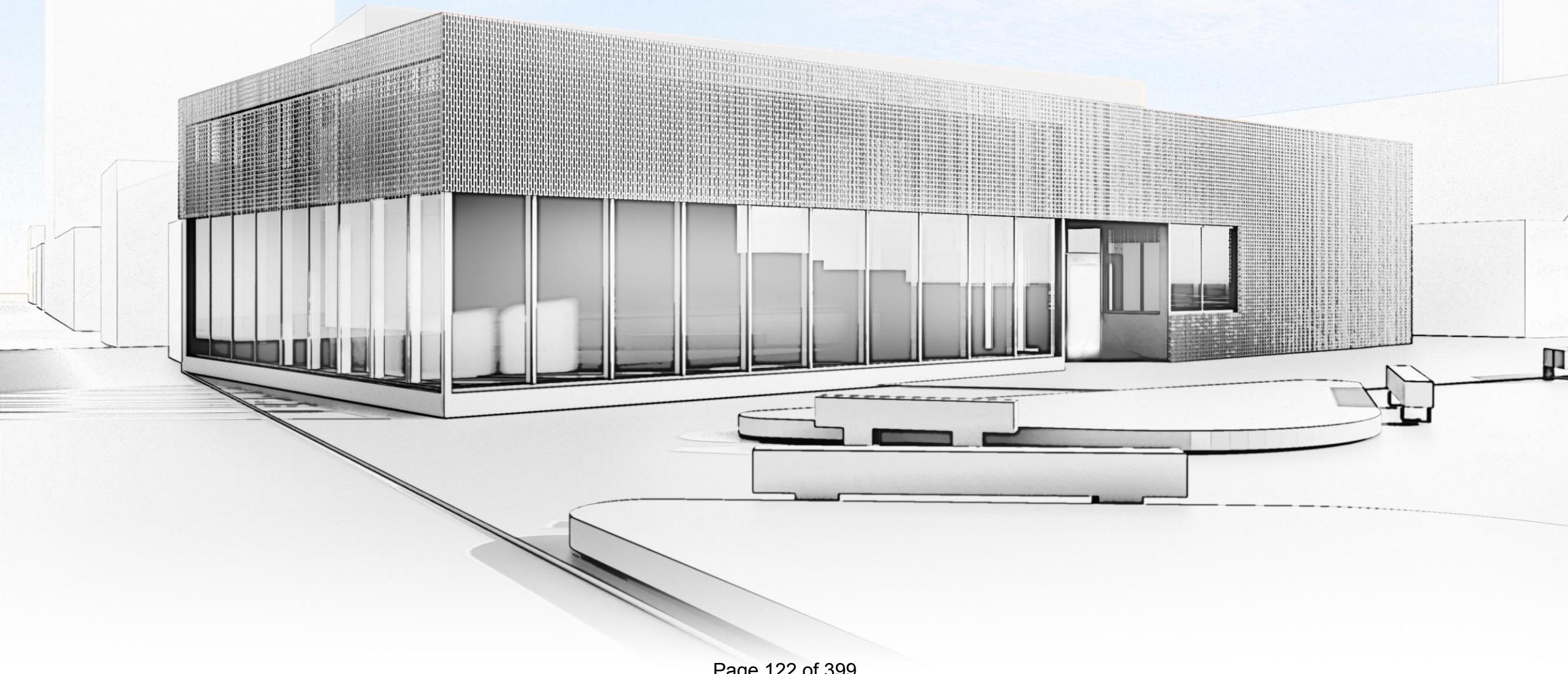
Longer Duration Visit Triggers Sparkle Effect

Layers of Public Interactivity

SSM DOWNTOWN CIVIC PLAZA - 100% SCHEMATIC DESIGN

MBL

Skate Change / Mechanical Building Concept



Skate Change / Mechanical Building Concept

FLOOR AREAS	
MAIN FLOOR AREA	- 2140 sq.ft.
2ND FLOOR AREA	- 750 sq.ft.
BASEMENT FLOOR AREA	- 1335 sq.ft.
TOTAL FLOOR AREAS	- 4225 sq.ft.



Thank you





**SAULT
STE. MARIE**

New Financial Policies:

- Debt Management**
- Capital Budget and Financing**



Financial Policies

- Why adopt formal written policies:
 - Institutionalize good financial management practices
 - Clarify strategic intent for financial management
 - Define boundaries
 - Support good bond ratings
 - Promote long-term strategic thinking
 - Manage risks to financial condition
 - Comply with established public management best practice

(www.gfoa.org)



Debt Management Policy

External Debt

- \$1 million minimum
- Minimum 10 year term but not to exceed useful life of asset
- Should not account for more than 60% of total projects costs
- Total debt servicing limit 5% of Own Source Revenues

Internal Debt

- Maximum \$5 million
- Maximum term 10 years
- Total internal debt limit 40% of uncommitted reserves

Tax Room from Retired Debt

- Will be directed to Asset Management Reserve
- Source for renewal, rehabilitation and/or replacement of aging infrastructure
- Allows for future allocations for debt servicing

Pay As You Go

- Will be continued for ongoing rehabilitation of regular and/or ongoing capital expenditures (ie capital road works, rolling stock)



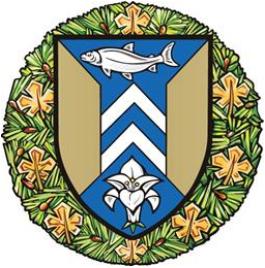
Capital Budget and Financing Policy

Primary Objectives

- Support City's long-term strategic goals
 - Maximize economic potential and community growth
 - Promote good infrastructure management that will avoid higher replacement costs and unforeseen infrastructure failures
 - Maximize financing, funding and grants with other levels of government
-
- Formalizes capital budget development process, prioritization and review by Council
 - Capital Budget Amendments to approved budget
 - CFO may recommend for approval to the CAO to reallocate funds from one approved project to another up to \$75,000, where an increase to the approved amount is needed
 - Capital Budget Carry forward
 - Projects in process greater than 3 years will be subject to a review to close out unless further carryforward approved by CAO
 - Capital from Current funded capital projects must be scheduled for completion within the budget year in which they are approved. Carry forward approved by CAO only in extenuating circumstances



Questions?



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, CAO

DEPARTMENT: Chief Administrative Officer

RE: Physician Recruitment Committee – Renewal of Operating Service Agreement

PURPOSE

Seek approval to execute the Physician Recruitment Committee Operating Service Agreement through By-law 2020-187 found in the By-law section of the September 28, 2020 Council Agenda.

BACKGROUND

At its meeting of May 28, 2001 Council passed a resolution to establish a Physician Recruitment Committee (PRC). The PRC was struck to work with the Sault Area Hospital (SAH) and Group Health Centre (GHC) to make recommendations to City Council regarding availability of physicians in the community. PRC also was to consider the potential need for the city to become more actively involved in physician recruitment. Since its establishment, the PRC developed a terms of reference, procedural protocols and recruitment policies (including incentives). It regularly provided progress reports to Council up to 2006 after which the reports were provided directly to the PRC Committee. Funding for the PRC was provided for through a multilateral operating service agreement executed through the Committee designated appointees for the respective parties.

At its meeting of October 11, 2016 Council approved the execution of a revised contribution agreement. At that time, the PRC recognized that the level of expenditure could be reduced to reflect past year's actual spending experiences. The approved operating service agreement sought a reduction in contributions for the executing parties to \$80,000 (\$20,000 less than previous years) for the City and \$60,000 for SAH and GHC respectively.

At its meeting of March 18, 2019 Council approved a revised agreement with funding levels of \$90,000 City contribution and with SAH and GHC contributing \$65,000 each.

ANALYSIS

The PRC has approved a new agreement to extend the contract for one more year as adjusted to have the executing parties contribute \$90,000 (City), \$65,000 (SAH) and \$65,000 (GHC) respectively (same levels as the 2019-2020 agreement). The PRC is investigating further revenue sources as the funding covers base operations only and does not address recruitment and retention activities that are additional costs and were previously funded by the City's reserve.

FINANCIAL IMPLICATIONS

The City's annual contribution share is set at \$90,000. The GHC and SAH contributions are \$65,000 each. The Algoma West Academy of Medicine would continue to make satisfactory in-kind annual contributions. The City's share is paid from reserves and levy contributions. An operating increase request of \$40,000 will be included in the 2021 City budget request to make our contribution levy based as the reserve previously funding this activity is exhausted.

STRATEGIC PLAN / POLICY IMPACT

This item directly relates to the Community Development and Quality of Life Strategic focus areas found in the 2016-2020 Corporate Strategic Plan.

RECOMMENDATION

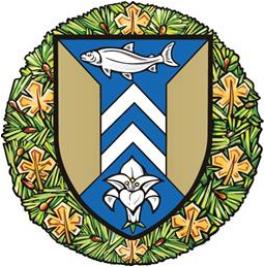
It is therefore recommended that Council take the following action:

By-law 2020-187 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Malcolm White
Chief Administrative Officer
cao.white@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer/Treasurer
DEPARTMENT: Corporate Services
RE: 2020 City of Sault Ste Marie Credit Rating

PURPOSE

The purpose of this report is to provide information on the City's credit rating as published by S & P Global Ratings on September 10, 2020. The City's credit rating has been maintained as AA(stable).

BACKGROUND

The City has engaged S&P Global Ratings to provide an annual credit rating. The rating is a forward-looking opinion about creditworthiness. The rating score is based upon key factors such as Economy, Financial Management, Budgetary Performance, Liquidity and Debt Burden. A Rating Score Snapshot can be found on Table 2 of the Ratings Direct report appended to this report.

ANALYSIS

As stated in the report due to the combination of cost-containment measures and provincial funding, it is expected that budgetary results are to remain stable and healthy. Operating performance is largely unscathed by the pandemic, in part due to management action.

The City's very low debt burden and robust liquidity position still remain key credit strengths. The City continues to experience demographic and locational challenges which limit the growth prospects but note the City's gradual diversification away from its traditional resource-based economy. S&P Global Ratings indicate that they will continue to monitor the success of the Rural and Northern Immigration Pilot program.

FINANCIAL IMPLICATIONS

A strong credit rating will assist the City's ability to obtain long term debt at competitive rates. The Rating Outlook as "stable" means that the rating is not likely to change in the next two years.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer/Treasurer dated September 28, 2020 concerning the 2020 City of Sault Ste. Marie Credit Rating be received as information.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca

RatingsDirect®

Summary:
City of Sault Ste. Marie

Primary Credit Analyst:

Dina Shillis, CFA, Toronto + 1 (416) 507 3214; dina.shillis@spglobal.com

Secondary Contact:

Hamzah Saeed, Toronto; hamzah.saeed@spglobal.com

Table Of Contents

Key Rating Factors

Outlook

Rationale

Key Statistics

Ratings Score Snapshot

Key Sovereign Statistics

Related Criteria

Related Research

Summary:

City of Sault Ste. Marie

Issuer Credit Rating

AA/Stable/--

Key Rating Factors

Credit context and assumptions	Base-case expectations
<p>Supportive institutions and sound financial management practices will support the City of Sault Ste. Marie's creditworthiness as economic activity recovers post-pandemic.</p> <ul style="list-style-type: none">• Limited exposure to the coronavirus assisted in economic reopening, but socioeconomic and locational challenges persist.• We expect financial management practices will remain prudent, allowing the city to maintain strong operating results and internally finance much of the capital plan.• We believe the city's relationship with the Province of Ontario will remain well balanced and generally supportive.	<p>Effective cost cutting and provincial funding will largely offset the revenue impact of COVID-19.</p> <ul style="list-style-type: none">• We believe restrictions in place to address the pandemic will have a manageable impact on operating results, largely restricted to the current fiscal year.• We expect the city will proceed with the capital program as planned, pushing the after-capital balance to a modest deficit in the near term.• Even with additional borrowings, Sault Ste. Marie's debt burden will remain very low, and its robust liquidity will continue to support its creditworthiness.

Outlook

The stable outlook reflects our expectation that, in the next two years, the revenue and expenditure impacts stemming from the pandemic-related restrictions will be largely temporary and Sault Ste. Marie will maintain overall sound financial results, demonstrating operating and after-capital surpluses on average. We also expect the city will maintain tax-supported debt well below 30% of operating revenues through 2022, while preserving a healthy liquidity position.

Downside scenario

We could lower the rating if budgetary results deteriorate, such that after-capital balances slip into a sustained deficit position of more than 5% of total revenues, on average, leading to reduced internal resources and increased reliance on debt funding for capital, bringing the debt burden closer to 30% of operating revenues.

Upside scenario

We could raise the rating if the economy expands and growth prospects notably improve. However, we view this scenario as unlikely in the next two years.

Rationale

The slowdown in economic activity brought about by the COVID-19 pandemic and its associated restrictions will create a challenging operating environment for Sault Ste. Marie in the next two years. In addition, although we believe the impact on the local economy will be temporary, the city continues to face economic pressures stemming from demographic and locational challenges, which we expect will persist. Through a combination of cost-containment measures and provincial funding, budgetary results will remain stable and healthy, on average, although elevated capital spending in the near term will push after-capital balances into a bigger deficit this year before rebounding, in our opinion. A very low debt burden and robust liquidity position will remain key credit strengths, in our view.

Economic challenges persist, as activity begins to recover following COVID-19.

We expect the impact of the pandemic on Sault Ste. Marie will be short-lived, as the city's exposure to the coronavirus has been limited. Although activity is rebounding, we expect pre-pandemic economic pressures will remain. In particular, Sault Ste. Marie's challenging demographic profile limits the city's growth prospects and might affect its revenue-generating capability, in our view. We continue to monitor the success of the Rural and Northern Immigration Pilot program, a federal government project to help smaller rural and northern communities attract and retain foreign skilled workers to meet their economic development and labor market needs that kicked off late last year. Sault Ste. Marie is the third-largest city in Northern Ontario, relying mainly on steel manufacturing and forestry. Although the city continues to gradually diversify away from its traditional resource-based economy, we believe that medium-term economic and related GDP growth will remain muted relative to that of Canada. While GDP per capita is not available, we estimate it to be somewhat below the national level of about US\$42,000 based on the city's income levels.

In our view, Sault Ste. Marie demonstrates satisfactory financial management. Disclosure and transparency are what we characterize as good, and the city prepares one-year operating and capital budgets annually, with a four-year capital forecast. Senior staff is experienced, and we believe that debt and liquidity management is prudent. The city recently updated its investment policy and plans to introduce a debt and capital financing policy later this year.

We believe Sault Ste. Marie, as do other Canadian municipalities, benefits from a very predictable and well-balanced institutional framework that has demonstrated a high degree of institutional stability. Although provincial governments mandate a significant proportion of municipal spending, they also provide operating fund transfers and impose fiscal restraint through legislative requirements to pass balanced operating budgets. Municipalities generally have the ability to match expenditures well with revenues, except for capital spending, which can be intensive. Any operating surpluses typically fund capital expenditures and future liabilities (such as postemployment obligations and landfill closure costs) through reserve contributions.

Operating performance is largely unscathed by the pandemic, in part due to management action.

To mitigate the revenue impact of COVID-19, which we expect will be temporary and largely related to rate- and fee-based revenues, management has implemented cost-cutting measures. This, coupled with provincial relief funding, will likely be sufficient to cover the year-end shortfall, allowing for more room to proceed with planned initiatives and reduce future budget pressures. On average, we expect operating balances will remain strong at almost 13% of operating revenues. Despite elevated capital spending in the near term due to major sanitary sewer projects, we expect

the city will maintain a modest after-capital surplus, on average, during the outlook horizon. The five-year capital plan totals C\$241 million, with annual spending averaging C\$47 million through 2022. We believe Sault Ste. Marie has average budgetary flexibility.

We expect Sault Ste. Marie to issue C\$32 million next year to fund capital, but for the tax-supported debt to remain very low, at less than 16% of total revenues in 2022. This includes C\$2.7 million in debt of the Public Utility Commission of Sault Ste. Marie, which the city guarantees. The city's healthy operating performance allows it to fund a large portion of its capital plan internally, and stable operating surpluses further support our assessment of its minimal debt burden. Interest costs are modest, at less than 1% of operating revenues. We estimate contingent liabilities to be low. We do not consider the debt of Sault Ste. Marie's government-related entities, PUC Inc. and PUC Services Inc., as a contingent liability, because we believe the likelihood of the city providing extraordinary support in a stress scenario is low.

Sault Ste. Marie maintains a robust liquidity position and satisfactory access to external liquidity for refinancing needs. Although we project reserves will fall in the next 12 months, largely to fund capital works, we expect the city's liquidity position will remain healthy. We estimate that the city's free cash will average more than C\$70 million in the next 12 months and cover more than 27x estimated debt service for the period.

Key Statistics

Table 1

City of Sault Ste. Marie -- Selected Indicators

(Mil. C\$)	--Fiscal year--				
	2017	2018	2019	2020bc	2021bc
Operating revenues	195	202	207	210	214
Operating expenditures	174	176	182	183	186
Operating balance	21	26	25	27	27
Operating balance (% of operating revenues)	10.6	12.9	12.2	12.7	12.9
Capital revenues	11	13	10	31	16
Capital expenditures	16	31	37	70	35
Balance after capital accounts	15	9	(1)	(12)	8
Balance after capital accounts (% of total revenues)	7.2	4.0	(0.6)	(4.8)	3.5
Debt repaid	1	1	2	2	2
Gross borrowings	0	0	0	0	32
Balance after borrowings	13	7	(3)	(13)	38
Direct debt (outstanding at year-end)	6	5	3	2	32
Direct debt (% of operating revenues)	3.2	2.4	1.6	0.8	14.9
Tax-supported debt (outstanding at year-end)	13	11	8	6	35
Tax-supported debt (% of consolidated operating revenues)	6.7	5.3	4.1	2.9	16.6
Interest (% of operating revenues)	0.2	0.1	0.1	0.1	0.5
Local GDP per capita (single units)	41,375	41,752	N/A	N/A	N/A

Table 1**City of Sault Ste. Marie -- Selected Indicators (cont.)**

(Mil. C\$)	--Fiscal year--					
	2017	2018	2019	2020bc	2021bc	2022bc
National GDP per capita (single units)	58,591	60,011	61,291	57,181	60,677	63,026

The data and ratios above result in part from S&P Global Ratings' own calculations, drawing on national as well as international sources, reflecting S&P Global Ratings' independent view on the timeliness, coverage, accuracy, credibility, and usability of available information. The main sources are the financial statements and budgets, as provided by the issuer. bc—Base case reflects S&P Global Ratings' expectations of the most likely scenario. N/A--Not applicable. N.A.--Not available. N.M.--Not meaningful.

Ratings Score Snapshot**Table 2****City of Sault Ste. Marie -- Ratings Score Snapshot**

Key rating factors	Scores
Institutional framework	2
Economy	3
Financial management	3
Budgetary performance	1
Liquidity	1
Debt burden	1
Stand-alone credit profile	aa
Issuer credit rating	AA

S&P Global Ratings bases its ratings on non-U.S. local and regional governments (LRGs) on the six main rating factors in this table. In the "Methodology For Rating Local And Regional Governments Outside Of The U.S.," published on July 15, 2019, we explain the steps we follow to derive the global scale foreign currency rating on each LRG. The institutional framework is assessed on a six-point scale: 1 is the strongest and 6 the weakest score. Our assessments of economy, financial management, budgetary performance, liquidity, and debt burden are on a five-point scale, with 1 being the strongest score and 5 the weakest.

Key Sovereign Statistics

- Sovereign Risk Indicators, July 14, 2020. An interactive version is available at <http://www.spratings.com/sri>

Related Criteria

- Criteria | Governments | International Public Finance: Methodology For Rating Local And Regional Governments Outside Of The U.S., July 15, 2019

Related Research

- S&P Global Ratings Definitions, Aug. 7, 2020
- Canada's Economy Faces A Patchy Recovery, June 29, 2020
- Public Finance System: Canadian Municipalities, May 12, 2020

- Guidance: Methodology For Rating Local And Regional Governments Outside Of The U.S., July 15, 2019
- Institutional Framework Assessments For International Local And Regional Governments, July 4, 2019

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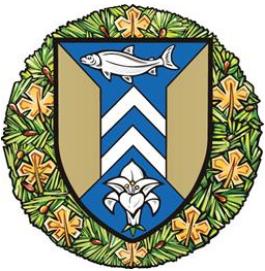
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The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Screened Street Sand (2020PWE-PWT-37-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tender received for the supply of Screened Street Sand for the 2020-2021 and 2021-2022 Winter Seasons. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. Tenders closed on August 27, 2020 at 12:00 noon local time.

ANALYSIS

The tenders received has been thoroughly evaluated and reviewed with the Superintendent of Public Works and the Director of Public Works, and the low tendered prices, meeting specifications, have been identified on the attached summary.

Screened Sand is picked up from the pit location by Public Works' trucks and this is a consideration applied when tenders for this material are analysed. A complete cost analysis incorporating the tendered prices for Screened Sand at the pit for each bid along with the costs of picking up the material at the pit and delivering to the City Works Centre has been undertaken by Public Works. Based on this analysis, Public Works recommends acceptance of the bid as tendered by Pioneer Construction Inc.

FINANCIAL IMPLICATIONS

Public Works estimates that 25,000 tonnes of screened sand are required annually. The annual costs of approximately \$166,500 plus HST as tendered by Pioneer Construction Ltd. for year 1 align with the approved and projected budgets for the Public Works' Winter Sand Account.

Tender for Screened Street Sand

2020 09 28

Page 2

STRATEGIC PLAN / POLICY IMPACT

Purchase of Screened Street Sand for the use during Winter Season is an operational matter not articulated in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 09 28 be received and the recommendation that the tender submitted by Pioneer Construction Inc. for the supply of Screened Street Sand at the tendered pricing of \$6.65 per tonne, HST extra, for the 2020-2021 Winter Season; and \$6.82 per tonne, HST extra, for the 2021-2022 Winter Season, be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

**SUMMARY OF TENDERS
SCREENED STREET SAND**

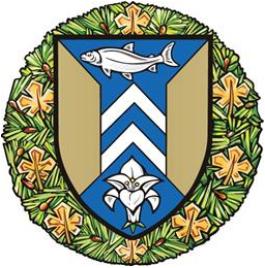
	<u>Branded Aggregates Sault Ste. Marie, ON</u>	<u>Garden River First Nation Garden River, ON</u>	<u>Pioneer Construction Inc. Sault Ste. Marie, ON</u>
Source:	2125 Great Northern Road Sault Ste. Marie, ON	Noonday Road Garden River, ON	845 Old Goulais Bay Road Sault Ste. Marie, ON
Description			
<u>PRICING FOR YEAR ONE</u>			
Tendered Price for year one (commencing Oct. 1, 2020) to supply, load and weigh material to trucks under the employ of the City (per tonne - HST extra)	\$7.10	\$5.50	\$6.65
Internal Cost for Pickup by City Forces (per tonne - HST extra)	\$2.10	\$5.99	\$2.10
Total Cost (per tonne - HST extra)	<u>\$9.20</u>	<u>\$11.49</u>	<u>\$8.75</u>
<u>PRICING FOR YEAR TWO</u>			
Tendered Price for year two (commencing Oct. 1, 2021) to supply, load and weigh material to trucks under the employ of the City (per tonne - HST extra)	\$7.30	\$5.50	\$6.82
Internal Cost for Pickup by City Forces (per tonne - HST extra)	\$2.14	\$6.11	\$2.14
Total Cost (per tonne - HST extra)	<u>\$9.44</u>	<u>\$11.61</u>	<u>\$8.96</u>

NOTE: The low tendered prices, meeting specifications, are boxed above.

An increase of 2% has been applied to the internal costs for year 2 to allow for inflation.

It is my recommendation that the low tendered prices, meeting specifications, submitted by Pioneer Construction Inc., be accepted for a two (2) year period.

Tim Gowans
Manager of Purchasing



The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Professional Services – Fleet Management Consultant

PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of professional services associated with a Fleet Management Consultant as required by Public Works – Public Works and Engineering Services (PWES). Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on August 20, 2020.

ANALYSIS

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

KPMG LLP, Sault Ste. Marie, ON
MCG Consulting Solutions, Winnipeg, MB
Mercury Associates, Inc., Rockville, MD
WSP Canada Group Limited, Toronto, ON

The proposals received have been evaluated by a committee comprised of staff from Public Works - PWES, and Purchasing – Corporate Services.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Mercury Associates, Inc. of Rockville, MD. Mercury Associates is a fleet management consultant in North America with experience in all aspects of fleet management.

FINANCIAL IMPLICATIONS

Mercury Associates, Inc. has proposed fees of \$116,240 including disbursements plus HST in Canadian Dollars to undertake this Project.

Council approved the allocation of \$55,000 for this Project in the 2020 Capital Budget with funding from the Public Works Equipment Reserve. As well, Council authorized Staff to apply for a grant to assist in funding from the Federation of Canadian Municipalities Asset Management Program at its July 13, 2020 Council Meeting.

Public Works has applied for the grant funding but a decision could not be secured within the required timeframe. The proposed fees can be accommodated from within the \$55,000 allocation and remaining uncommitted funds from the Public Works Equipment Reserve.

STRATEGIC PLAN / POLICY IMPACT

Undertaking of this Project is aligned with effective Asset Management in the Infrastructure Focus Area of the Corporate Strategic Plan.

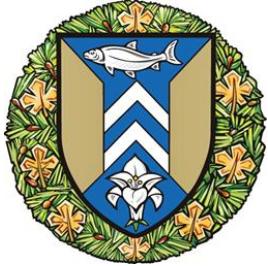
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 09 28 be received and the recommendation that acceptance of the Proposal submitted by Mercury Associates, Inc. for the provision of professional services associated with a Fleet Management Consultant, as required by Public Works - PWES, be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, City Clerk

DEPARTMENT: Corporate Services

RE: 2021 Council Meeting Schedule

PURPOSE

The purpose of this report is to obtain Council approval of the 2021 Council meeting schedule.

BACKGROUND

Not applicable.

ANALYSIS

The proposed Council meeting schedule provides for the same pattern of meeting dates as is set out in the procedure by-law (two meetings per month except for the months of July, August and December, which have a single meeting each). The schedule takes into account public holidays in 2021, March break and the AMO conference dates (August 15 – 18, 2021).

FINANCIAL IMPLICATIONS

There is no financial impact.

STRATEGIC PLAN / POLICY IMPACT

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

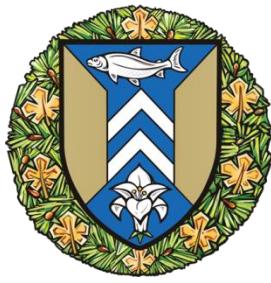
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2020 09 28 regarding 2021 Council meeting schedule be received and that the proposed schedule be approved.

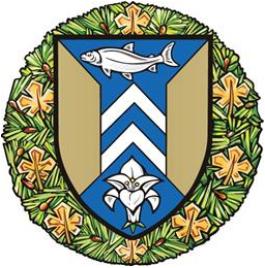
Respectfully submitted,

Rachel Tyczinski
City Clerk
705.759.5391
r.tyczinski@cityssm.on.ca



2021 City Council Meeting Schedule

Date	Start Time	Planning
January 11	4:30 p.m.	5:30 p.m.
January 25	4:30 p.m.	5:30 p.m.
February 8	4:30 p.m.	5:30 p.m.
February 22	4:30 p.m.	5:30 p.m.
March 8	4:30 p.m.	5:30 p.m.
March 29	4:30 p.m.	5:30 p.m.
April 12	4:30 p.m.	5:30 p.m.
April 26	4:30 p.m.	5:30 p.m.
May 10	4:30 p.m.	5:30 p.m.
May 31	4:30 p.m.	5:30 p.m.
June 14	4:30 p.m.	5:30 p.m.
June 28	4:30 p.m.	5:30 p.m.
July 12	4:30 p.m.	5:30 p.m.
August 9	4:30 p.m.	5:30 p.m.
September 13	4:30 p.m.	5:30 p.m.
September 27	4:30 p.m.	5:30 p.m.
October 12 (Tuesday)	4:30 p.m.	5:30 p.m.
October 25	4:30 p.m.	5:30 p.m.
November 15	4:30 p.m.	5:30 p.m.
November 29	4:30 p.m.	5:30 p.m.
December 13	4:30 p.m.	5:30 p.m.



The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Parking By-Law Enforcement By Private Firm

PURPOSE

The following report provides an update on the one (1) year pilot for third party enforcement of parking by-laws in the community and seeks approval for a one (1) year extension.

BACKGROUND

Under the previous model, the Sault Ste. Marie Police Service (Police Services) was the primary provider of parking related by-law enforcement (outside of the downtown core and City monitored lots). In many instances, the responding unit contained two sworn police officers. Police Services completed a review of the model, the workload placed on officers and the inability to improve response time due to higher priority calls. The review indicated the necessity for an alternative response and the recommendation from Police Services to contract a third party vendor to provide the City of Sault Ste. Marie with parking by-law enforcement.

This approach was recommended by KPMG in a review of police operations and addressed police involvement in non-core police work, specifically parking by-law enforcement. The rationale behind this recommendation was that the previous model was not cost effective for police officers to enforce certain by-laws within the community. As stated in their report, with an increased work load placed on Police Services, there have been many instances where these calls could not or were not answered in a timely fashion (or in time to observe and deal with the alleged infraction). As a result, the community experiences frustration and a lack of satisfaction in the ability of their police service to respond to their complaints.

At a Council meeting dated May 6, 2019 the following resolution was passed.

Resolved that the report of the Director of Community Services dated 2019 05 06 concerning Parking By-Law Enforcement by Private Firm be approved and that Council approve staff taking the next step to establish a

one (1) year pilot for third party by-law enforcement and authorize staff to issue a Request for Proposal and that the results be brought back to Council as part of the 2020 Budget decision process.

An agreement for the pilot and by-law authorizing signature of the agreement will appear on a future Council agenda for approval.

An RFP for provision of these services for a one-year pilot project was issued by Purchasing on September 4, 2019 and was awarded to NORPRO Security and Investigations. During 2020 budget deliberations, Council approved the allocation of \$25,000 to undertake the Project.

ANALYSIS

The one (1) year third party by-law enforcement pilot began at the start of 2020. There was initial success in aiding with preventing residents from on street parking in terms of snow removal. Public Works advises that a minimum of 100 hours of supervisory time have been saved by being able to direct the call to the contractor. In addition, countless hours have been saved by the snow removal crews not having to return to a location where they had to go around a parked vehicle and/or return to remove a bank that was inaccessible.

Full results from the pilot can be found in Appendix A. The majority of the infractions resulted from calls from Public Works and direct Public complaints.

In total for the period, January to August 2020 2,546 tickets for parking infractions were written. Of that 228 tickets under the Parking division were issued by Norpro Security and Investigations (Norpro). The table below reinforces that Police Services still continues to provide enforcement but allows them flexibility to provide priority to other calls for service.

Parking Infractions - 2017 to Present

Division	# of Tickets	# of Tickets	# of Tickets	# of Tickets Issued	Annual Average	
	Issued 2017	Issued 2018	Issued 2019	2020 to Aug 31	Total	(2017 to 2019)
Parking Division	5,015	6,024	5,226	1,264	17,529	5,422
Police Services	1,369	1,066	658	264	3,357	1,031
Special Constables	3,949	3,805	2,957	1,018	11,729	3,570
Totals	10,333	10,895	8,841	2,546	32,615	10,023

The (3) three most frequent types of ticketed infraction were for parking vehicle to impede traffic (snow clearing), parking on roadway between 12 a.m. and 6 a.m. and parking prohibited in specified signed places.

Parking By-Law Enforcement by Private Firm

2020 09 28

Page 3.

Row Labels	Count of Description
Fail to display disabled person parking permit	10
Fire Route	1
Metered Parking Lot	2
Not Issued	8
Other	31
Over meter limit	1
Park in School zone	1
Park in streets where prohibited by signs	1
Park vehicle to impede traffic (snow clearing)	67
Parked on Side walk	1
Parking on Roadway between 12 a.m. and 6 a.m.	56
Parking private property without consent	12
Ticket was issued for parking beyond maximum time	7
Wrong side of road	2
On private property without consent	2
Parking prohibited in specified signed places	24
Maximum parking limit	2
Grand Total	228

The “other” category is made up of tickets in the following areas:

- Parked on wrong side of the road 4(1)
- Park on roadway for longer than 18 hours 77-200-7
- Expired meter 156 77-200-9(B)
- Park on wrong side of street (4(1)
- Park on sidewalk 77-2005(2)

As reporting is refined, they will be distributed into the main category headings. Under the third party by-law enforcement model it operates on the belief that when a for-profit approach is taken with this form of enforcement, the result will be an increase in the number of tickets issued and improved service delivery to the Municipality.

Given the challenges that COVID-19 presented, the number of tickets did not increase however, the service level was acceptable in terms of response time and process once initial hurdles were addressed. In a call for service approach with appropriate legal designation in place, the vendor takes parking complaints forwarded to them from Police or received directly and responds on request to issue the appropriate by-law ticket.

Advantages with this system versus the previous model:

- Depending on the time of day, it is difficult and sometimes impossible for Police Services to respond to these types of calls within the current call priority system being utilized.
- Provides a dedicated resource to address parking infractions community wide. The community at large deserves a reasonable response to parking issues and complaints, some of which are of significant importance such as accessible parking infractions and school zone parking infractions.
- Provides a cost effective manner where the ticket costs essentially cover the fee for service.
- Norpro has illustrated a thorough documentation process, which accurately supports tickets (photos) issued which will aid in defending any disputed infractions. To date resulting in no tickets being challenged. The impacts of Covid-19 are undetermined, supporting the continuation of the pilot.

With all of these factors in mind, Police Services will still receive calls directly for service from the public. The vendor does continue to communicate and report back to the Police so the action can be documented in the call for service.

CDES Staff have met regularly over the course of the first year with Police Services, Norpro, Legal and PWES to discuss challenges and fine tune approaches. It was determined in year one (1) that many calls for service resulted in other infractions being identified while Norpro was performing normal patrol. If approved, within the pilot extension, Norpro will take on a more proactive role of enforcement. This will allow Norpro to issue tickets for violations while on patrol and while performing other duties when infractions are noticed. This approach is supported by the Accessibility Committee, City Staff and Police Services through ongoing consultation and will facilitate for more efficient service delivery.

The purpose of third party parking enforcement is to minimize Police Services involvement in the enforcement of parking related complaints and illustrate to the City that enforcement could be accomplished in this manner.

As this is an addition service to our community, the feedback has been positive.

The City will continue to track the pilot with special ticket numbers. In conclusion, both City Staff and Police Services recommend the pilot extension of one (1) year. Results will be brought back to Council next year. There will also be continued education to the public to reinforce parking restrictions and provide friendly reminders. If it is determined that the pilot continues to be successful a multi year RFP for service will be issued to begin 2022.

FINANCIAL IMPLICATIONS

The fee for service in year (1) of the pilot amounted to \$5,000 after revenue is taken into consideration from ticket fees that return to the City. This was significantly below the estimated cost of \$25,000 to deliver. Costs of the ticket revenue collected essentially covered the majority of cost of the pilot.

Parking By-Law Enforcement by Private Firm

2020 09 28

Page 5.

Therefore a service level increase is not requested for 2021 and can be accommodated within the existing Parking Budget.

STRATEGIC PLAN / POLICY IMPACT

This is related to the following items in the strategic plan:

- Service Delivery Pillar where the citizens of Sault Ste. Marie are the focus of our work and our existence. Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society.
- Developing Partnerships with our Key Stakeholders and collaboration with community partners which is essential to our success.

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 2020 09 28 be received.

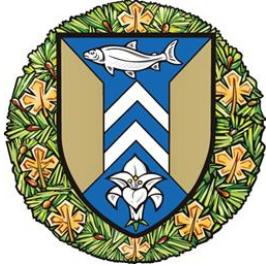
Furthermore, that Council approve staff to:

- Extend the one (1) year pilot for third party by-law enforcement with Norpro Security and Investigations.
- To permit a more proactive enforcement approach by the proponent to increase the service level.
- Issue a Request for Proposal in 2021 for a three (3) year timeframe contingent on satisfactory results as measured by staff. If a budget increase is required, it will be brought back to Council as part of the 2022 budgeting process.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314
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The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Partnership – SSM Innovation Centre UpNorth Foods Venture

PURPOSE

This report has been prepared to seek Council's approval to enter into a one (1) year pilot program to lease kitchen space at the Northern Community Centre (NCC) to aid in delivery of the Sault Ste. Marie's Innovation Centre (SSMIC) UpNorth Food Venture. The effective date if approved would be October 1, 2020.

BACKGROUND

SSMIC has reached out to the City to request access to make use of any facility that could support the UpNorth Foods initiative (Appendix A). UpNorth Foods seeks to build relationships with northern food producers to develop regenerative food products in Northern Ontario. UpNorth Foods' mission is to produce high-quality food products using food grown through regenerative agriculture practices.

SSMIC exists to drive business growth, facilitate research and commercialize innovation in science and technology through partnerships, expert advice, community development, business incubation, youth outreach and sector development activities. <https://www.ssmic.com/>

ANALYSIS

City staff have reviewed various locations and options that could support programming. It was determined that the NCC provided the best location based on these reasons below.

- Availability of the space during the day
- Amenities at the space
- Parking available in the day
- Fully accessible location
- Seniors Programming can still utilize space as required

SSMIC will deliver all programming with their trained staff and provide spot cleaning throughout the day to high touch point areas. They will also be responsible to ensure all guidelines are followed under directives provided both locally through APH and under Provincial order. The City will ultimately remain responsible as the owner of the facilities and will work closely with the SSMIC to ensure ongoing compliance.

SSMIC has agreed to pay \$800/month all-inclusive as a monthly rental payment to the City. A rental permit along with standard conditions agreement will be completed along with obtaining insurance from SSMIC naming the City as additional insured. Staff recommend supporting the request as presented.

FINANCIAL IMPLICATIONS

There will be a positive impact to operating revenue of \$2,400 for the balance of 2020 and \$7,200 in 2021. If property tax is deemed applicable by MPAC, a portion of the \$800 per month would go towards covering that expense.

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. We will work together to provide inclusive and accessible services to our diverse community.
- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.

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 2020 09 28 concerning Partnership with SSMIC for the UpNorth Food Venture and the recommendation to provide use of the Northern Community Centre be approved.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
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Appendix A



99 Foster Drive, Level Six
Sault Ste. Marie, ON
P6A 5X6
(705) 942-7927
info@ssmic.com

Brent Lamming
Director, Community Services
City of Sault Ste. Marie
99 Foster Dr.
Sault Ste. Marie, ON P6A5X6

Re: Request for kitchen usage at Northern Community Centre

Hello Brent:

The Rural Agri-Innovation Network (RAIN), an initiative of Sault Ste. Marie Innovation Centre, strives to build a resilient agri-food sector in northern Ontario through innovative research and agricultural development projects.

The RAIN is pursuing the start-up of a food processing enterprise, UpNorth Foods. UpNorth Foods seeks to build relationships with northern food producers to develop regenerative food products in northern Ontario. UpNorth Foods' mission is to produce high-quality food products using food grown through regenerative agriculture practices.

The RAIN is requesting use of the Northern Community Centre kitchen for UpNorth Foods product development activities for a one-year period, at a frequency of 80 hours per month. Currently the RAIN is recruiting a Culinary Technician who would be the primary user of the kitchen. We anticipate they will start using the kitchen in October 2020.

We will strive to create an environment that encourages open communication between other users of the kitchen and be conscientious of the shared space. Safe Food and Handling procedures and proper sanitation of the kitchen space will be adhered to and extra precautions will be taken during this pandemic.

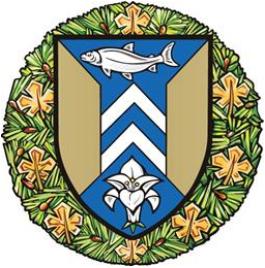
This start-up will create additional opportunities for local job creation and revenue generation for northern Ontario farms. We also anticipate selling products at local farmers' markets and retailers in the local community.

We thank you and Council for considering this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Thompson".

David Thompson, MBA
RAIN Manager



The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Toys for Tickets Update

PURPOSE

The purpose of this report is to provide an update to Council on the Toys for Tickets initiative and seek approval to implement the program on a permanent basis.

BACKGROUND

At the December 10, 2018 Council Meeting the following resolution was passed to bring forward a report to review the option of paying tickets with toys for the timeframe of November 1, 2019 to December 1, 2019.

Whereas the City of Orillia has run a 'Toys for Tickets' campaign since 2005; and

Whereas the Toys for Tickets campaign runs from November 1 to December 1 each year; and

Whereas any person who receives a parking ticket (save and except accessible parking infractions) from November 1 to December 1 each year can bring in a toy of equal or greater value to satisfy the parking ticket; and

Whereas Sault Ste. Marie's Christmas Cheer program is always looking for additional toys at Christmas time; and

Now Therefore Be It Resolved that staff provide a report on a Sault Ste. Marie Toys for Tickets program beginning in November 2019 and running annually thereafter; and further, that staff consult with Christmas Cheer to gauge their interest and willingness to participate in such a program.

Further, at a Council meeting dated July 15, 2019 the following resolution was carried.

Resolved that the report of the Director, Community Services – Community Development and Enterprise Services dated 2019 07 15

concerning Toys for Tickets be received and that a Toys for Tickets program be initiated as a one-year pilot project.

ANALYSIS

Staff implemented the one (1) year “Toys for Tickets” program for fall 2019, which augmented the annual stuff a bus campaign. The toys for ticket program allowed for the payment of parking fines in the form of new toys (unwrapped) which ran from November 1 to December 1, 2019 (excluding Accessible Parking Fines). A receipt of purchase of equal or greater value was required to accompany the new toy at 111 Huron St. Sault Ste. Marie (Transit Main Office). All toys were then included into the annual “Stuff a Bus” fundraiser to support this long-standing Transit fundraising tradition. Gift cards were not accepted and all toys had to be provided to the indicated location by Dec. 13, 2019 to qualify. The results of the one (1) year pilot are as follows.

Item	Amount
# of Tickets paid with Toys	9
\$ Value of Tickets	\$130.00
\$ Value of Toys	\$180.21

In November of 2019, there were 672 tickets written. The impact to forgone revenue amounted to only \$130.00 therefore having a minimal impact to the cost recovery for service. Toys for Tickets Program guidelines:

- Every person who receives a parking ticket (excluding accessible parking violations) between **November 1 and December 1 annually** is eligible to participate. Whereby the parking ticket recipient pays the fine amount by donating a new children's toy.
- Gift cards are not accepted. The toy's receipt and the parking violation must be presented at the time of payment. The value of the toy must be equal to or exceed the amount owing on the fine. For example, if the fine amount is \$10.00, then the total value of the toy must be equal to or exceed \$10.00 (including taxes).
- Toys must be provided to Transit by Dec. 14, 2020 to qualify (For more information, contact Transit Services at 705-759-5438 or visit saultstemarie.ca).

Although the response was limited, staff are hopeful the program will continue to grow and gain momentum. Individuals that did come into the office were positive with the initiative as they took the time to make the purchase and often spent a little extra than was required. The program took a positive approach to a situation that can often be viewed as negative and embarrassing from the users' vantage point. This initiative also supports the long-standing popular stuff a bus campaign that dates back to 1998. The stuff a bus campaign continues to be strongly

supported by the general community and in particular local businesses and youth in our schools. Transit drivers on their own time utilize a Transit bus to transport donated toys, canned food and toys from businesses to the Christmas Cheer Depot, which in turn distributes those items to families in need.

The City of Orillia and Bradford West Gwillimbury both continue to offer “Toys for Tickets” initiatives. Bradford raises approximately \$3,000 in toys annually for the program as 15% of tickets are paid in this fashion. Their program runs from Dec. 1 to Dec. 15th and all toys must be collected by the 20th. In Orillia the annual event started in 2006 and has raised more than \$35,000 in toys which have been donated to local charity groups in lieu of parking tickets (14th year). <https://www.orillia.ca/en/living-here/toys-for-tickets.aspx#>

Results are higher in both of these Municipalities but it should be noted that this is their main program and they do not offer a stuff a bus campaign. The value of toys for the stuff a bus campaign exceed both the dollar values raised associated with their programs. With continued promotion, staff are hopeful the toys for tickets program will continue to grow here locally. Toys for ticket programs are also present in other Municipalities including Cambridge, Red Deer and Kingston.

City Staff recommend that the “Toys for Tickets” program be incorporated as an ongoing annual event in Sault Ste. Marie.

FINANCIAL IMPLICATIONS

Based on the pilot results the forgone revenue is minimal. This can be absorbed by the operating budget. Staff will monitor the program annually and if there is significant growth in the initiative (over \$5,000 annually), we will report back on the forgone revenue and provide a status update. It is anticipated that a good portion of individuals will continue to pay tickets per normal course of business as the pilot has supported.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 by Developing Partnerships with our Key Stakeholders and collaboration with community partners, which is essential to our success.

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 2020 09 28 concerning Toys for Tickets be approved.

Respectfully submitted,

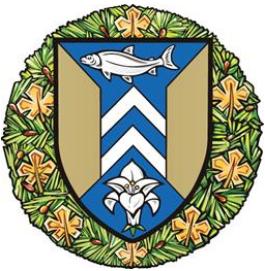


Toys for Tickets Update

2020 09 28

Page 4.

Brent Lamming, PFP, CPA, CMA
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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services
DEPARTMENT: Community Development and Enterprise Services
RE: Expansion of Flag Gallery

PURPOSE

The purpose of this report is to request Council's approval to allocate a portion of uncommitted capital funds from the 2020 budget to raise seven additional flags in the gallery in front of City Hall as part of a traditional flag raising ceremony.

BACKGROUND

In 2009, The City of Sault Ste. Marie, in collaboration with the Sault Ste. Marie and Area Local Immigration Partnership, established a flag gallery on Foster Drive in front of City Hall. Featuring flags from 23 world nations, as well as flags representing the Anishinabek First Nations, the Metis Nation of Ontario, and the Franco-Ontarian community, the gallery, which was inaugurated with a public Flag Raising Ceremony, honoured this geographical area's legacy as a gathering place of diverse people, and celebrated the city's rich and vibrant multicultural identity. In 2011, 2013, and 2016, the City added flags to the gallery to recognize Sault Ste. Marie's increasing diversity. The iconic gallery, which now features 29 flags, has become a much-photographed tourist attraction and a beloved landmark for both newcomers and locally-born residents, invoking in onlookers a sense of belonging and pride in their national, ethnic, and cultural origins.

ANALYSIS

Sault Ste. Marie is growing more diverse every year. We can expect our community to welcome more newcomer families, economic and humanitarian immigrants, and international students over the next five to ten years. People from diverse origins and backgrounds will play a significant role in helping our community grow and thrive, in the same way that Indigenous peoples in the area known as Bawating and immigrants from all over the world played a role in building Sault Ste. Marie into the community it is today. It is crucial, therefore, if we seek to attract and retain not only newcomers but today's globally-minded youth, that we continue to recognize, acknowledge and demonstrate our gratitude to the people who have chosen to come to Sault Ste. Marie and have contributed by owning homes, working and starting businesses, raising families,

Expansion of Flag Gallery

2020 09 28

Page 2.

joining groups and teams, building friendships and neighbourhoods, and sharing their cultural knowledge, traditions, and diverse skills for the community's benefit.

It is also important, if we want to collectively benefit from the advantages that a diverse population offers, to demonstrate our ongoing commitment to helping make people of diverse ethnic and cultural origins feel welcome and visibly included in the social and cultural life of the community. The flag gallery symbolizes this mission while acknowledging the many contributions Saultites from diverse ethnic and cultural backgrounds have made, and continue to make, to our community. For the many residents who cite the flag gallery as a source of pride, the gallery represents Sault Ste. Marie's best feature: its vibrant mosaic of people of different faiths, ethnicities, cultures, and abilities working together with each other and for each other's benefit.

In 2021, staff recommend expanding the flag gallery to:

- Install the flags of Garden River First Nation and Batchewana First Nation
- Install flags for the following population groups whose flags are currently not represented: Philippines, Bangladesh, Jamaica, Syria, and Pakistan

FINANCIAL IMPLICATIONS

The total cost of the project is: \$8,115.31 based on:

- 7 flag poles x \$967.33 = \$6,771.31
- 2 flags/country x 7 flags (3' x 6') x \$96.00 per flag (+ tax) = \$1,344

The ongoing maintenance costs for the flags will be \$1,050 (\$75/flag x seven flags replaced twice per year).

SSMLIP agrees to financially support the initiative by covering all costs associated with hosting the Flag Raising Ceremony. The LIP is fully-funded by Immigration, Refugees and Citizenship Canada (IRCC) and has secured federal funding through 2025.

It is recommended this item be referred to the supplemental budget for 2021.

STRATEGIC PLAN / POLICY IMPACT

This proposal aligns with the City's corporate strategic plan to "Welcome and Seek Out Immigration," within the Quality of Life focus area. The program also supports Overarching Goal #5 – "Invite Immigration and Welcome Newcomers" in the Future Sault Ste. Marie Executive Summary report as well as Council's approval to establish the Coalition of Inclusive Municipalities (CIM) committee on March 4th 2019.

The project also aligns with the overarching goal to advance Indigenous relationships within the FutureSSM Community Development Strategy.

Expansion of Flag Gallery

2020 09 28

Page 3.

RECOMMENDATION

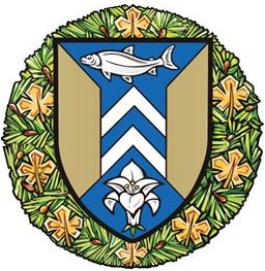
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 09 28 concerning the request to add seven flags to the flag gallery on Foster Drive be approved in recognition of our First nations communities and contributions made to this community by newcomers, and as part of an ongoing commitment to acknowledge and celebrate Sault Ste. Marie's vibrant cultural diversity and the financial request be referred to the 2021 supplemental budget.

Respectfully submitted,



Tom Vair
Deputy CAO, CDES
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The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: 2020 Connecting Link Funding Agreement

PURPOSE

The purpose of this report is to obtain Council approval to enter into a contribution agreement with the Province for a Connecting Link grant for the resurfacing of a portion of Trunk Road.

BACKGROUND

The Province recently announced that the City's 2020 Connecting Link application was approved. The City will be the recipient of the lesser of 90% or \$3M grant funding for the resurfacing of Trunk Road from the east City limit to Southmarket Street. The Province has recognized the need to assist the City with the movement of provincial traffic through City streets in the absence of the ability to by-pass.

ANALYSIS

In order to access the funds, it is necessary to enter into a contribution agreement with the Province. The pandemic has delayed the receipt of the agreement from the Province. In the funding approval letter dated May 6, 2020, the Minister advised that the City could proceed without delay with the project. Construction is now underway and is scheduled to be completed within the 2020 construction season.

FINANCIAL IMPLICATIONS

The project is funded by the \$3.45M allocation in the 2020 capital roads budget: \$3M Connecting Link grant and \$450,000 City portion.

STRATEGIC PLAN / POLICY IMPACT

Resurfacing is linked to the infrastructure focus area of the corporate strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-178 is listed elsewhere on the Agenda and is recommended for approval.

2020 Connecting Link Funding Agreement

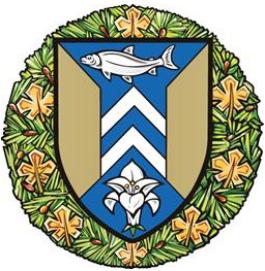
2020 09 28

Page 2

Respectfully submitted,



Don Elliott, P. Eng.,
Director of Engineering
705.759.5329
d.elliott@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: 2021 Capital Transportation Program

PURPOSE

The purpose of this report is to present the tentative 2021 Capital Transportation Program (formerly Capital Roads Program), to obtain approval to procure engineering services for 2021 projects, and to designate the candidate project for the 2021 Connecting Link Program.

BACKGROUND

The 2021 Capital Transportation Plan will be brought to Council with the annual budget in December after capital priorities assessment is complete. Council is not being asked to approve the 2021 program this evening. However, it is necessary to procure engineering services to proceed with field data acquisition, local improvements, and design in order to ensure timely tenders in the new year. There is an allowance in the 2020 capital budget for 2021 engineering.

Capital improvements to linear infrastructure for the City are carried out under a number of programs including the Capital Transportation Program, infrastructure improvement programs under higher levels of government such as the provincial Connecting Links Program, and the Miscellaneous Construction Program. The Capital Transportation Program emphasizes reconstruction of arterial and collector streets which are critical to the City's movement of traffic while at the same time attempting to address some of the abundant needs of local residential streets.

The ability of the City to reconstruct this important infrastructure is increasingly limited by budget constraints. There have been no increases, inflationary or otherwise, to the Capital Transportation budget in over 20 years.

ANALYSIS

Road sections are recommended for the capital plan based primarily on scores tabulated in the City's road asset management system. Roads are scored on many factors, including but not limited to road surface condition, road structure, drainage, condition of sanitary and storm sewers, level of maintenance and traffic volume. An attempt is made to balance the program among arterials, collectors and local streets. It should be understood however, that arterials and collectors

are emphasized as the need is great and their reconstruction benefits the most people.

Major new road projects resulting from environmental assessments are also blended into the plan. They are often recommended as candidates for funding programs announced from time to time by senior levels of government.

Bridges and Aqueducts

It is often necessary to divert capital funds to bridges and aqueducts. At present, the Fort Creek aqueducts and the small Central Creek and East Davignon Creek aqueducts are in various stages of reconstruction. Other aqueducts are in good condition needing only minor repairs. The asset management plan forecasts one bridge for replacement within the next few years. The 2020 biennial bridge inspection report is not complete at this time, however, it is expected that there are no significant and major expenditures required in 2021 or 2022.

Active Transportation

Active transportation projects are proceeding either on their own as is the case in the trail and bridge link between Cooper Street and Goulais Avenue, or within capital road projects such as Bay Street, Black Road and Northern Avenue. It is staff's intention to always include construction of active transportation links in tenders for capital projects if they are within the construction limits or in the near vicinity of a project.

Update on 2020 Program

2020 projects continue to progress with some delays. Completion of projects is expected in 2020 except for the top lift of asphalt on some streets. The following projects are underway:

- Fort Creek Aqueduct replacement on John Street and adjacent lane
- Bay Street partial reconstruction – Andrew to Pim
- Black Road widening between McNabb and Second Line (2019 Connecting Link)
- Northern Avenue resurfacing and road diet – Pine to North Street
- Second Avenue Reconstruction – Connaught to Second Line
- Sixth Avenue Reconstruction – Wallace Terrace to Devon Road
- Connor Road culvert replacement
- Trunk Road Resurfacing – east City limit to Southmarket – 2020 Connecting Link
- Small Aqueduct repairs – Central Creek and East Davignon Creek
- Miscellaneous resurfacing and surface treatment

- Millennium Court Storm Outfall (unforeseen slope stabilization)

Recommended 2021 Capital Transportation Program

The attached plan represents the remaining three years of the 2019-2023 Capital Transportation Program. The recommended 2021 projects are as follows:

Third Line Reconstruction – Hospital entrance to Black Road: This portion of Third Line has outlived its serviceable life, and requires reconstruction. It is the last link in the Black Road/Third Line corridor providing access to the hospital. It was the subject of a recent environmental assessment. The preferred alternative included reconstruction to a class A cross section with curbs and storm sewers, and a multi-use path on the south side. It is noted that if a funding program is announced, this may be a worthy candidate.

Mark Street Reconstruction – Churchill to Elizabeth: This portion of Mark Street and its underground infrastructure has far outlived its serviceable life and is in need of complete reconstruction to an urban class A cross section.

Aqueducts/Bridges: An allocation is included in the 2021 plan to continue with the replacement and rehabilitation of aqueducts and bridges. The culvert crossing on Case Road has outlived its serviceable life and needs replacement. As funds permit, more portions of the small Central Creek and East Davignon Creek Aqueducts will be rehabilitated.

Sackville Road extension to Third Line: This project was deferred by Council at the point of tendering in 2017. It was the preferred alternative after an environmental assessment completed in 2011. It is needed primarily as an alternative route for traffic currently on Great Northern Road and for improved traffic circulation around the Sault Area Hospital. It is recommended that the culvert required in a substantial ravine crossing at the north limit of the project be constructed in 2021 as an early works contract. This is a similar approach to what was done in this area when Third Line was constructed. The early works contract will provide settlement time for the ravine crossing prior to construction of the road extension which is tentatively scheduled in the five year program for 2023. Construction of this project must begin in 2021 or the EA will have to be revisited.

2021 Connecting Link – Trunk Road Resurfacing Southmarket to Black Road: The Province has announced an intake this fall for the 2021 Connecting Link Program. The City must budget for its share of the project. Staff recommends the candidate project be the continuation of resurfacing

on Trunk Road from Southmarket to Black Road, and extending onto Black Road to a point north of the railway tracks.

Herkimer Road Bridge No. 18 – Design Only: The design of the replacement of the Herkimer Road bridge was scheduled for 2021. The 2020 biennial bridge inspections have concluded that the replacement can be deferred until the next inspection in 2022. It is therefore recommended that the project be deferred.

Engineering 2022: An allocation for 2022 engineering must be included in the 2021 Capital Transportation Program to ensure 2022 tenders are let on schedule.

Resurfacing – Various Roads: The miscellaneous construction budget is inadequate to address the resurfacing needs of the City. A request to increase this budget by \$500,000 will be submitted in the 2021 budget. An allocation is required in the 2021 capital transportation budget to assist the resurfacing budget for streets in urgent need of a new surface. It is staff's intention to try to resurface a portion of McNabb Street east of Great Northern Road between Willow and Lake.

Angelina Avenue – Wellington Street East to Caesar Road: Angelina Avenue and its underground infrastructure has far outlived its serviceable life and is in need of complete reconstruction to an urban class A cross section. It is recommended that design proceed in the event that there are sufficient funds to proceed with it. There may be unallocated funds from the 2020 program, and/or grant funding for other projects not secured at this time. It is recommended that staff proceed with design only until funds can be identified.

Professional services for design and contract administration will be required for some 2021 projects. For others, professional services have either already been retained, or the project will be designed and administered in-house. Approval is sought this evening to procure engineering services in accordance with the purchasing by-law, and recommendations will be brought to Council at a future meeting.

2022-2023 Programs

The tentative 2022-2023 Capital Transportation Programs are shown on the attached plan. They include deferred projects from previous programs. The 2019 season brought a sharp increase in construction costs making it necessary to defer planned projects, however, there was some relief in 2020 tender values. The remaining years of this five-year plan cannot accommodate all projects. Deferred projects are listed with the intention that they be included in the next five-year plan.

Allowances for bridges and aqueducts are based on biennial inspections and the asset management plan. Inspections may alter forecasts and these allowances are reviewed annually.

The attached plan also lists some of the larger near-term class A and class B resurfacing priorities.

FINANCIAL IMPLICATIONS

Planning for the remaining three years of the five-year Capital Transportation Program is based on project priorities and anticipated budget constraints. Funding availability will be assessed along with other corporate priorities and presented to Council in the 2021 Capital Budget and Forecast. This report has no impact on the 2020 Capital Transportation budget. An allowance of \$200,000 was allocated in the 2020 budget for the purposes of commencing with design work for 2021 projects. Additional funds for completion of design and contract administration services will be brought to Council with the 2021 capital budget.

STRATEGIC PLAN / POLICY IMPACT

Improvements to capital infrastructure including roads, active transportation facilities, storm sewers, sanitary sewers, aqueducts and bridges are linked to the infrastructure and asset management components of the corporate strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2019 09 28 regarding the 2021 Capital Transportation Program be received, and the recommendations that procurement proceed for design of 2021 projects, and that the resurfacing of Trunk and Black Roads between Southmarket and the rail crossing be the designated project for the City's application to the 2021 Connecting Link Program, be approved.

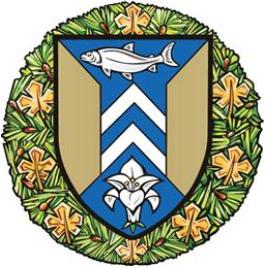
Respectfully submitted,



Don Elliott, P. Eng.,
Director of Engineering
705.759.5329
d.elliott@cityssm.on.ca

2021-2023 CAPITAL TRANSPORTATION PROGRAM					
Year	Street	From	To	Cost	Comments
2021	Third Line	Hospital entrance	Black Road		Reconstruction
2021	Connecting Link - Trunk/Black Road	Southmarket Street	Black Road N of tracks		Resurface - assume 90% CL grant
2021	Mark Street	Churchill Blvd	Lake Street		Reconstruction
2021	Aqueducts/Bridges				Aqueduct/Bridge recon/rehab (Case Road priority)
2021	Sackville Extension	Near Third Line	early works in ravine		Ravine crossing - to induce settlement
2021	Angelina Avenue	Wellington St E	Caesar Road		Design only
2021	Engineering - 2022				Engineering for next year capital
2021	Various Roads				Road Resurfacing (McNabb priority)
				Total \$ 16,260,000	
2022	Queen Street	Pim Street	Gore Street		Resurfacing only - No allowance for streetscaping
2022	Cedar Street	Wilson Street	Tancred Street		Reconstruction, pair with Dufferin
2022	Dufferin Street	Grosvenor Avenue	Trelawne Avenue		Reconstruction, pair with Cedar
2022	Angelina Avenue	Wellington St. E.	Caesar Road		Reconstruction
2022	Connecting Link - Black Road	Trunk Road	McNabb Street		Resurfacing - assume 90% CL grant
2022	Bridges and Aqueducts				Rehabilitation
2022	P-Patch Access Road				New access road from E limit of Northern S to Princeton
2022	McDonald Ave. SWM	Near O'Brien	Ravine E of Alworth		Pre-design budget for stormwater improvements
2022	Engineering - 2023				Engineering for next year capital
2022	Various Roads				Road Resurfacing
				Total \$ 15,141,000	
2023	Sackville Road	North Limit	Third Line		New construction
2023	Connecting Link - Carmen	Queen Street	Wellington Street		Resurfacing - Assumed 90% CL grant
2023	Spruce Street	Railroad Avenue	Wilcox Avenue		Reconstruction
2023	Bloor Street West	Patrick Street	Lyons Avenue		Full reconstruction, watermain break history
2023	Storm Sewer Pim to Willow	McNabb near Ctire	Willow near GHC		Reconstruct CMP storm sewer
2023	Rural Class D to C conversion	Various	Various		Pine Shores, Des Chene, Sand, Channelview, Red Pine Dr
2023	Engineering - 2024				Engineering for next year capital
2023	Various Roads				Road Resurfacing
				Total \$ 16,043,000	

Deferred Projects from 2019-2023 Capital Plan:					
2021	Wemyss Street	Pim Street	Trelawne Avenue		Reconstruction - deficient sanitary
2022	Biggings Avenue	Queen Street	Wellington Street		Reconstruction
2022	McCrea Street	Mark Street	Wellington Street		Reconstruction - watermain break history, pair with Harten
2022	Harten Street	Churchill Blvd	Lake Street		Reconstruction, pair with McCrea,
2023	Stanley Street	Pine Street	Elizabeth Street		Full reconstruction, watermain break history
2022	Herkimer Road Bridge No 18				Reconstruction of bridge
Notes:					
- Estimated costs are very preliminary and could differ considerably from detailed design cost estimates, consequently, project timing may change					
Class A Urban Arterial Roads Resurfacing short list					
Funding will come from allowances in the annual capital reconstruction program, and the miscellaneous construction budget.					
Street	From	To			Comments
McNabb Street	Pim Street	Willow Avenue			Resurface
McNabb Street	Willow Avenue	Pine Street			Resurface
McNabb Street	Pine Street	Lake Street			Resurface
Wallace Terrace	Korah Road	Goulais Avenue			Resurface - Requires EA for possible lane reduction
Second Line	Korah Road	Goulais Avenue			Resurface
North Street	Wellington Street	Second Line			Resurface
			\$ 12,600,000		
Class B Rural Roads Resurfacing short list					
Street	From	To			Comments
Allen's Side Road	Second Line	Third Line			Resurface
Second Line	Goulais Ave	Allens Side Road			Resurface
Base Line Road	Town Line Road	Walls Road			Resurface - Share with Prince



The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, Manager, Design and Transportation Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Stop Sign at Illinois Avenue and Texas Avenue

PURPOSE

The purpose of this report is to address the Council resolution from April 6, 2020, which reads:

Whereas Holy Cross is a large elementary school in the east end of the city and;

Whereas as a result of its size, many children are bused or driven to school on a daily basis and;

Whereas as a result, vehicular traffic on Texas Avenue has increased significantly and;

Whereas many of the students who walk to Holy Cross on a daily basis live at the north end of Texas Avenue and streets located northeast of the school. (Sutton Place, Bristol Place, Chartwell Drive) and;

Whereas dozens of students must cross Texas Avenue at the intersection of Illinois Avenue to access these streets and;

Whereas this intersection currently has a yield sign at the end of Illinois which does not completely stop traffic as it turns right on to Texas Avenue;

Now Therefore Be It Resolved that staff be requested to report on the feasibility of installing a stop sign at the intersection of Illinois Avenue and Texas Avenue to improve pedestrian safety.

BACKGROUND

This resolution is a result of residents living in the area of Texas and Illinois Avenue requesting that the Yield sign that is currently at the intersection be replaced with a Stop sign.

ANALYSIS

The Ontario Traffic Manual Book 5 “Regulatory Signs” (OTM) is the standard the City uses in determining which regulatory signs are appropriate. The OTM states that “Stop sign control may be warranted where three or more right angle or turning collisions per year have occurred over a period of three years and methods of reducing the collision experience, such as sight line improvements, street lighting, parking prohibitions, enforcement, geometric revisions, or Yield sign controls, have been tried or considered, and found to be inadequate.” City staff have reviewed the collision history at this intersection and found that there have been no reported collisions within the past three (3) years. Further, traffic speed and volume data were also collected in December of 2019 and found that Illinois Avenue averaged 380 vehicles per day (vpd) at an 85th percentile speed of 46kph while Texas Avenue averaged 190vpd at 39kph. Therefore, as traffic volumes and speed are reasonable and there is no collision history, the Engineering Division does not recommend changing the Yield sign to a Stop sign.

The OTM also states that a Yield sign shall be located no closer than 1.5 m and no further than 15 m from the edge of the intersecting roadway. At the Illinois/Texas Avenue intersection, the Yield sign is located approximately 13m from the edge of Texas Avenue. While this does satisfy the required offset in the OTM, there is enough room to move the Yield sign 5m closer to the intersection which may more effectively alert drivers of the requirement to yield the right of way, which is recommended.

FINANCIAL IMPLICATIONS

The financial implications to this recommendation are minimal; the cost of moving the signage.

STRATEGIC PLAN / POLICY IMPACT

Enhancing the visibility of regulatory traffic signs is related to the infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design and Transportation Engineering dated 2020 09 28 concerning a stop sign at the intersection of Illinois Avenue and Texas Avenue be received, and that Council approve the recommendation to move the existing Yield sign 5m closer to the edge of Texas Avenue to improve visibility of the sign.

Respectfully submitted,



Carl Rumiell, P. Eng.

Stop Sign at Illinois Avenue and Texas Avenue

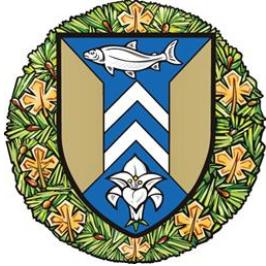
2020 09 14

Page 3

Manager, Design & Transportation Engineering

705.759.5379

c.rumiel@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT: Legal Department
RE: Property Declared Surplus – 206 Cathcart Street

PURPOSE

The purpose of this report is to recommend to Council that the property described as PIN 31575-0160 (LT) PT LT 159 PL 727 KORAH AS IN T436131; SAULT STE. MARIE, being civic 206 Cathcart Street (“Subject Property”) be declared as surplus and offered for sale by the City in accordance with the City’s policy for the disposition of land.

ATTACHMENT

Attached as Schedule “A” is a map of the Subject Property.

BACKGROUND

The Legal Department received a request on May 22, 2020 from Steven Shoemaker on behalf of his client JHCD Unlimited Inc. (Frank Shunock) to ascertain if 206 Cathcart Street would be declared surplus. JHCD Unlimited Inc. would like to rezone their property located at 267 Cathcart Street and requires 206 Cathcart Street for additional parking. The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comment (“SSMRCA”).

There were no objections to declaring the Subject Property surplus. The Planning Department noted the property is currently zoned residential and a rezoning would be required to use the site for commercial parking. The Engineering Department had a concern about development in the sight triangle of the intersection which they have advised can be addressed during the rezoning application. JHCD Unlimited Inc. has been made aware of these comments and the fact that if the sale was eventually authorized and completed, a rezoning would still be necessary to use the Subject Property as desired. The rezoning would be a separate process that would follow the procedure, public notice requirements and appeal provisions as set out in the *Planning Act*, R.S.O. 1990, c.P.13.

Property Declared Surplus – 206 Cathcart Street
2020 09 28
Page 2.

ANALYSIS

If Council declares the property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page with the notation that it will be sold to JHCD Unlimited Inc.

FINANCIAL IMPLICATIONS / POLICY IMPACT

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the property it may be assessable depending upon its ultimate use.

COUNCIL DIRECTION

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as PIN 31575-0160 (LT) PT LT 159 PL 727 KORAH AS IN T436131; SAULT STE. MARIE, being civic 206 Cathcart Street be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to JHCD Unlimited Inc.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation
Counsel

MBS/lv
Enclosure

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Schedule "A"



MAP TITLE

MAP PURPOSE/DESCRIPTION

Page 177 of 399

The Corporation of the City of Sault Ste. Marie
Legal Department
June 17, 2015

This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
Orthophoto: None

Projection Details:

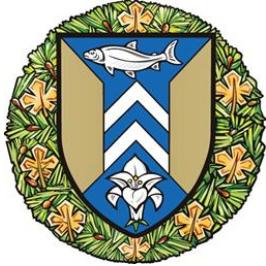
NAD 1983 UTM Zone 16N
GCS North American 1983

Parcel Fabric

0 5 10 20 Meters



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The Corporation of the
City of Sault Ste. Marie

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel

DEPARTMENT: Legal Department

RE: Sale of 88 Goulais Avenue

PURPOSE

The purpose of this report is to advise Council of the offer received for the sale of 88 Goulais Avenue.

ATTACHMENT

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

BACKGROUND

On September 28, 2015, By-law 2015-169 declared the Property surplus to the City's needs and approved the disposition of same.

The property was listed for sale in 2016. Only one bid of One Thousand Three Hundred Thirty Eight (\$1,338.00) Dollars was received and was not accepted. The property was advertised again in 2016 and a bid of Three Thousand Five Hundred (\$3,500.00) Dollars was not accepted.

The appraised value of this Property is estimated at Nine Thousand Eight Hundred (\$9,800.00) Dollars. Carmen Muto Plumbing and Heating Inc. has offered to purchase the Property for Six Thousand Five Hundred (\$6,500.00) Dollars. Carmen Muto Plumbing and Heating Inc. has advised they intend to use the Property to build a duplex or a new storage building. Public Works strongly supports the sale of the subject property. The current bid is close to the appraised value and is recommended.

The sale of the Property was advertised in the Sault Star on July 4, 2020 and on the City's web page.

ANALYSIS

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

Sale of 88 Goulais Avenue

2020 09 28

Page 2.

FINANCIAL IMPLICATIONS / POLICY IMPACT

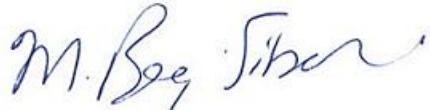
If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned, the City does not receive any revenues from taxes. Upon sale of the property it may be assessable depending upon its ultimate use.

COUNCIL DIRECTION

It is therefore recommended that Council take the following action:

Authorize the disposition of the City owned property described as PIN 31592-0211 (LT) LT 6 BLK 12 PL 1751 KORAH; SAULT STE. MARIE, being civic 88 Goulais Avenue in accordance with the City's policy for the disposition of land to Carmen Muto Plumbing and Heating Inc. for the amount Six Thousand Five Hundred (\$6,500.00) Dollars.

Respectfully submitted,

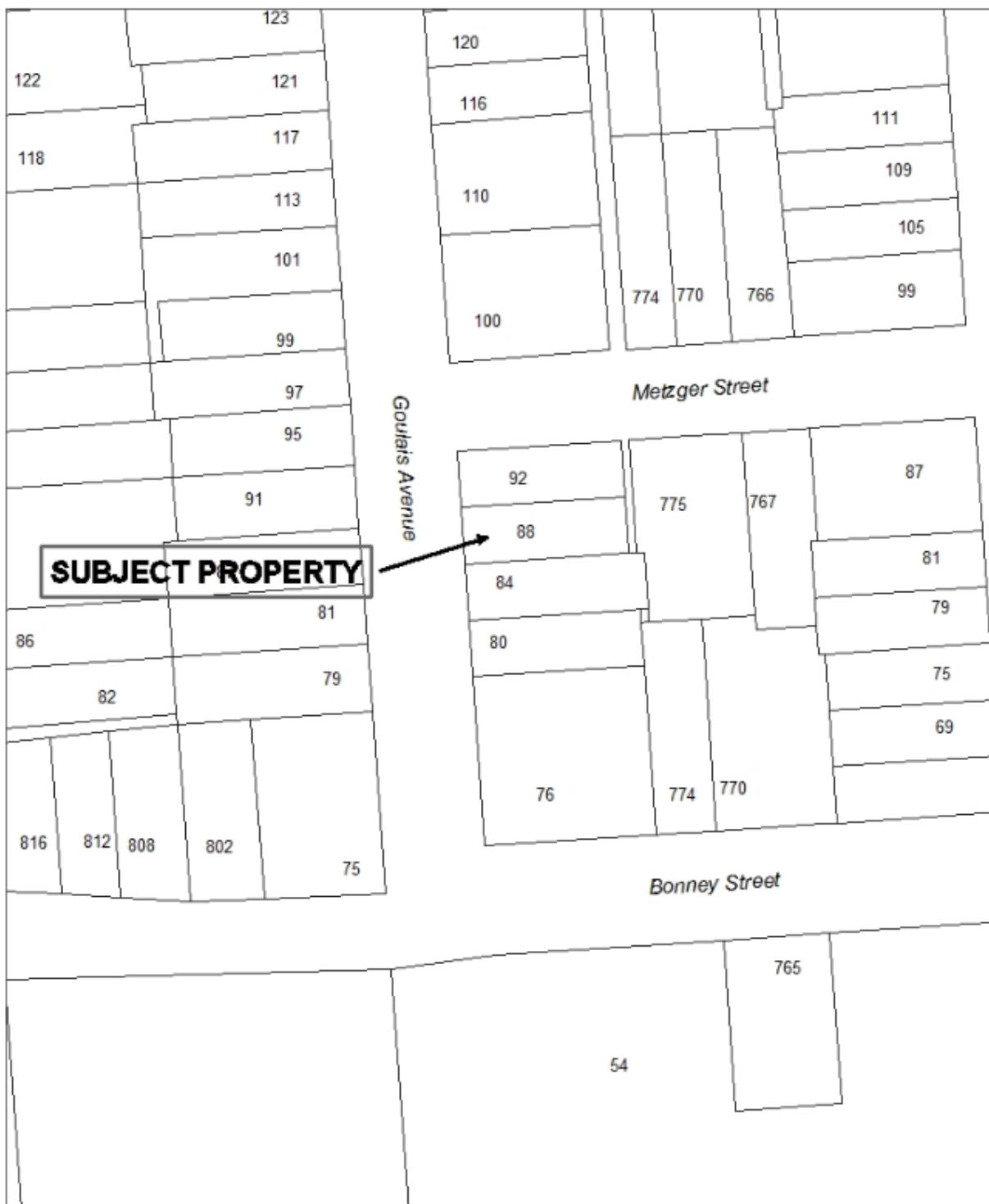


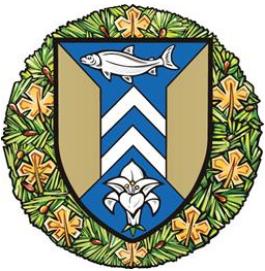
Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/lv
Enclosure

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Schedule "A"





The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Adam Shier, Risk Manager

DEPARTMENT: Legal Department

RE: Municipal Insurance Program Renewal Options

PURPOSE

The purpose of this report is to request Council's authorization to prepare a Request for Proposal (RFP) for the City's insurance program.

BACKGROUND

The City's insurance policies are written by AON Reed Stenhouse Inc. through Algoma Insurance Brokers Limited. The City entered into a 3-year contract with AON and Algoma after issuing an RFP in September 2017, for the term of February 28, 2018 to February 28, 2021. The existing contract also provides extension options for a fourth and fifth year.

Options available to the City are either to exercise the option to renew the existing Policy for a fourth and fifth year, or to proceed with an RFP.

ANALYSIS

In Option 1, the City can elect to proceed with negotiating renewal options as provided in the existing contract with AON and Algoma. To determine what amounts might look like, Staff have reached out to both asking for them to provide us with what a renewal for a fourth year would look like. Staff were advised that pricing could not be confirmed until some time in January 2021. If the amounts are not agreeable to us at that time, the time frame would be too short to prepare an RFP and conclude the matter before the February 28, 2021 renewal date. On the positive side, we have had good service and assistance from the relationship we have had with both AON and Algoma.

In Option 2, the City would need to proceed with the issuing of a new RFP for the February 28, 2021 to February 28, 2024 term. With this approach, we would ensure that coverage terms would be available with as much notice as possible as

RFP for Municipal Insurance Program
Page 2.

timing deadlines would be dictated through the RFP terms. This would then allow the new Policy to be in place in advance of the February 28, 2021 expiry date of the existing policies.

There are four primary municipal insurance providers offering coverage to Ontario Municipalities and current market trends suggest the likelihood for rate increases and potentially restrictive coverages. At this time, a new RFP is recommended to take advantage of any potential market competition and to ensure we receive the best value possible.

FINANCIAL IMPLICATIONS

By seeking competitive submissions, we will ensure the City has the ability to consider competitive bids.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

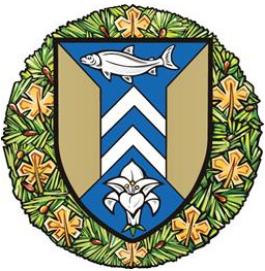
Resolved that the report of the Risk Manager dated September 28, 2020 concerning renewal of the City's insurance program be received and that the Legal Department be instructed to prepare an RFP for the February 28, 2021 to February 28, 2024 insurance program period.

Respectfully submitted,



Adam Shier
Risk Manager

AWS/as



The Corporation of the City of Sault Ste. Marie

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

September 17, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Adam Shier, Risk Manager

DEPARTMENT: Legal Department

RE: Insurance Adjusting Services

PURPOSE

The purpose of this report is to request Council's authorization to exercise the City's option to extend its current Insurance Adjusting services contract for an additional two years.

BACKGROUND

The City's insurance adjusting requirements are handled by Cunningham Lindsey/Sedgwick Canada Inc. The City entered into a 3-year contract with Cunningham Lindsey after issuing a Request for Proposal in September 2017, for the term of February 28, 2018 to February 28, 2021.

Adjusting services on the majority of the City's claims are performed for a flat rate of \$175. More complex matters requiring investigative and fieldwork such as litigation files are performed for an hourly rate of \$110 an hour.

We have received good service and assistance from the relationship with Cunningham Lindsey/Sedgwick Canada.

ANALYSIS

The agreement provides extension options whereby the contract can be extended for up to an additional two years.

The current agreement provided stable pricing in an area that historically was billed hourly and could not be accurately budgeted.

Cunningham Lindsey/Sedgwick Canada Inc. has gained familiarity with City departments, procedures and records. This helps to ensure a timely resolution of

RFP for Municipal Insurance Program

Page 2.

claims. As a large national firm with a number of municipal clients, they are also able to access resources throughout their corporate structure, which is beneficial when we encounter more unique claim related issues.

Cunningham Lindsey has now provided pricing for the two-year extension period: They are willing to maintain the current \$175 flat-rate fee for the February 28, 2021 to February 28, 2022 period. For the February 28, 2022 to February 28, 2023 period, this rate would increase to \$200 (at that time, the rate would have been unchanged for 4 years). For more complex files, a new hourly rate would apply, increasing by \$5 an hour and the new rate of \$115 an hour would apply. All other terms and services of the agreement will remain unchanged.

FINANCIAL IMPLICATIONS

Extending the agreement will maintain stability in adjusting related flat-fee matters. On more complex matters, cost are better controlled as through experience, the adjuster has developed a solid understanding of City reports, records and procedures. The process is more efficient as claims are now resolved with less interaction with various, key departmental staff on individual claims.

STRATEGIC PLAN / POLICY IMPACT

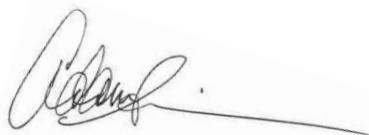
This is an operational matter not articulated in the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

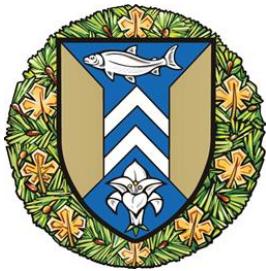
Resolved that the report of the Risk Manager dated September 28, 2020 concerning Insurance Adjusting Services be received and that Council authorize the Legal Department to prepare an agreement to enter into a two-year extension to the existing Adjusting Services contract.

Respectfully submitted,



Adam Shier
Risk Manager

AWS/as



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J Schell CPA, CA Chief Financial Officer & Treasurer
DEPARTMENT: Corporate Services
RE: New Debt Management and Capital Budget Policies

PURPOSE

The purpose of this report is to provide Council with comprehensive policy documents concerning the City's debt management and capital budget practices for approval.

BACKGROUND

According to the Government Finance Officers Association (GFOA), which represents public finance officials throughout Canada and the United States, financial policies provide guidelines for financial decision making, set the strategic intent for financial management and are central to a strategic, long-term approach to financial management. GFOA provides that the most powerful arguments in favour of adopting formal written policies include their ability to help governments:

- Institutionalize good financial management practices
- Clarify strategic intent for financial management
- Define boundaries
- Support good bond ratings
- Promote long-term strategic thinking
- Manage risks to financial condition
- Comply with established public management best practice

(www.gfoa.org)

New financial policies previously approved by Council include:

- Surplus Policy (new: 2017 09 11)
- Reserves and Reserve Fund Policy (new/updated 2019 06 17)
- Investment Policy (significant revision 2019 09 09)

ANALYSIS

The Finance Department goal is to actively update and institute various policies to ensure it continues to assist the City in its endeavors to build for the future while maintaining affordable services by minimizing the impact to its taxpayers. The two new policies, Debt Management and Capital Budget and Financing, will continue to build on this goal. The draft policies are appended to this report.

Debt Management Policy

Debt management has a direct link to the capital and operating budget processes. The capital budget contains a description of projects, sources of funding, the timing of capital projects, the effect of the projects on future debt levels and debt service requirement. The operating budget makes provision for all amounts required to service the annual principal and interest payments due within the budget year. A borrowing decision made in the current year for the Capital Budget will impact future operating budgets for the term of the debt.

Key Recommendations:

- Thresholds
 - External Debt: City share of project must be greater than \$1 million, minimum 10 year term but not to exceed useful life of asset. Debt should account for no more than 60% of total project costs.
 - Internal Debt: Cannot exceed \$5 million, term limited to 10 years. No limit on total project costs.
- Debt Limits
 - External Debt: 5% of Own Source Revenues (2019 actual 1.4%)
 - Internal Debt: maximum of 40% of uncommitted reserves (currently at maximum)
- Tax Room from Retired Debt shall be directed to the Asset Management Reserve as an additional funding source for the renewal, rehabilitation and/or replacement of aging infrastructure. This includes allocations to future debt service costs from the reserve.
- Reporting of the amount, composition, budget requirements and the ten year repayment forecast will be presented to Council on an annual basis through the budget process.
- Pay As You Go model will continue to be used for ongoing rehabilitation of existing infrastructure and rolling stock.

Capital Budget and Financing Policy

The Capital Budget and Financing Policy provides for the planning of financial resources required to finance capital expenditures. The policy establishes a framework for capital budgeting and financing in order to ensure capital investments are budgeted and monitored with a consistent approach, financed in a manner to ensure a funding mix that places a priority on maintaining long-term financial sustainability and guideline for closing out capital projects.

Key Recommendations:

- Capital budget development process, prioritization and review by Council currently in place is formalized in the policy
- Capital budget amendments subsequent to the approval of the capital budget may be recommended by the Chief Financial Officer for approval by the Chief Administrative Officer for funds to be reallocated from one approved project to another, including the source of financing, up to \$75,000, where an increase to the approved amount is needed.
 - Amendments to the approved capital plan, such as scope or financing changes, require Council approval, including funding reallocations that are in excess of \$75,000.
- Previously approved capital projects where the associated budget is not fully spent and/or committed in the year of approval may be carried forward into the next budget year to complete the project. Projects in process for greater than 3 years will be subject to a review to close out the project unless further carry forward is approved by the Chief Administrative Officer
 - Projects funded by Capital from Current must be scheduled for completion within the budget year in which they are approved. Carry forward will only be allowed in extenuating circumstances as approved by the Chief Administrative Officer.
- Council will be informed on a timely basis of all material unfavourable financial matters.
 - A financial status report will be provided in September and with the fiscal year end reporting by the Finance Department and will include updates on the status of projects, any material variances and mitigation plans, if required, and a summary of budget reallocations approved by the CAO.

FINANCIAL IMPLICATIONS

There are no budgetary financial implications to implement the policies.

STRATEGIC PLAN / POLICY IMPACT

The Debt Management Policy and the Capital and Financing Policy are directly related to the Strategic Plan values of Fiscal Responsibility and Accountability and Transparency.

New Debt Management and Capital Budget Policies

2020 09 28

Page 4.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer regarding the new Debt Management Policy and the new Capital Budget and Financing Policy dated September 28, 2020 be received and the policies as presented be approved.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca



Subject: Debt Management Policy

Service Area: Finance

Source: Chief Financial Officer & Treasurer

Date: 2020 09 28

Purpose:

A comprehensive debt policy is the foundation to managing debt by setting forth the parameters for issuing and managing outstanding debt. Financial sustainability depends on the debt levels and service charges in conjunction with the City's level of affordability and demonstrates the commitment to long-term financial planning objectives. Debt includes long-term debt and capital lease obligations. Short term and temporary debt for operating purposes that do not exceed the current fiscal year and are excluded from this policy.

Applications:

Capital financing may only be undertaken if and when it is in compliance with statutory requirements of the Municipal Act, 2001, the Province and other regulations that may be applicable such as the Tile Drainage Act or Local Improvement Act. These requirements include, but are not limited to:

- The term of the debt must be equal to or less than the life of the asset
- Long term debt will only be issued for capital projects
- It cannot be used to fund current operations

Definitions:

Annual Repayment Limit (ARL): a calculation provided annually to a municipality by the Ministry of Municipal Affairs and Housing that determines the maximum amount of new annual debt servicing costs that a municipality can undertake or guarantee without seeking the approval of the Ontario Municipal Board.

Construction Financing: a form of debt in which the issuer does not pay any principal and/or interest for the period of construction.

Debt: Any obligation for the payment of money. Would include debenture, notes or cash loans from financial institutions as well as internal loans from reserves. Debentures from Infrastructure Ontario are also considered debt.

Long Term Debt: any debt for which repayment of any portion of the principal is due beyond one year.

Short Term Debt: any debt for which the repayment of all the principal is due within one year.

Scope:

The Debt Management Policy has a direct link to the capital and operating budget processes. The capital budget contains a description of projects, sources of funding, the timing of capital projects, the effect of the projects on future debt levels and debt service requirements. The operating budget makes provision for all amounts required to service the annual principal and interest payments due within the budget year. A borrowing decision made in the current year for the Capital Budget will impact future operating budgets for the term of the debt.



Long term debt is to be used to assist in financing the City's portion of increased infrastructure requirements due to growth, emerging capital needs to support corporate priorities and approved strategic plans. It may also be used for non-tax supported projects, such as the wastewater system, where the debt will be repaid by the revenues of the activity.

Long term debt is not to be used for ongoing rehabilitation of existing infrastructure and rolling stock. This type of capital maintenance is funded either by reserves, an annual capital allocation of City funds, designated annual grants or combination thereof. The use of a Pay As You Go model is used for these types of projects. For example, capital roadworks are ongoing annual capital maintenance and have designated funds. As well, most major equipment replacements have designated reserves (refer to Reserve and Reserve Fund Policy for detail of capital reserves). To the extent practicable, replacement assets as well as regular or ongoing capital expenditures will be recovered on a Pay As You Go basis. It is recognized as well that reserves must be developed and maintained for these capital assets to ensure long-term financial flexibility.

Debt Limits

The Municipal Act under Ontario Regulation 403/02 provides that the debt limit of principal and interest cannot exceed 25% of own sources revenues. Own source revenues excludes government grants, development charges, gain/loss on disposal of assets and revenues from other municipalities. The Ministry of Municipal Affairs and Housing provides municipalities an Annual Repayment Limit (ARL) reflecting this limit. The 2020 level for the City of Sault Ste. Marie is \$42,909,143. Despite the limits prescribed in the regulations, prudent financial management calls for more stringent criteria to limit debt and to assist in preserving borrowing capacity for future capital assets while maintaining maximum flexibility for current operating funds.

Other criteria that is reviewed in setting the recommended debt limit for the municipality includes benchmarking of policies in other Ontario municipalities and the level used by credit rating agencies.

Benchmarking:

Other Ontario municipalities range from 5% to 15% of own source revenue.

Credit Rating:

Maintaining an excellent credit rating is a key factor in minimizing the cost of debt and accessing capital markets in an efficient manner.

Standard and Poor's 2019 rating indicates a level of debt for the City being well under 30% of operating revenues as one of the factors of the credit rating of the Corporation.

Based upon the review of criteria the recommended debt service limit is 5% of Own Source Revenues as defined by Ontario Regulation 403/02. This is based upon consolidated financial information which includes the Public Utilities Commission of Sault Ste. Marie, Sault Ste. Marie Public Library and the Sault Ste. Marie Police Services Board. The actual repayment limit based upon 2019 data is 1.4%.



Thresholds

The City will not issue debt for a capital project or group of projects where the Corporations share of the project is less than \$1 million.

External debt will be at least 10 years but not exceeding the estimated useful life of the asset.

Capital projects not meeting these thresholds will be financed either through the tax levy, use of reserves and reserve funds or internally financed from reserves.

Maximum Debt per Project

Internal Debt cannot exceed \$5 million and projects may be 100% debt financed.

External Debt should not be used to finance 100% of a long term project. To provide long term flexibility and minimize interest costs external debt should account for no more than 60% of the total project cost. Reserves, grants, and the tax levy should provide the balance of the funding.

Internal Financing of Long Term Debt

An internal loan from City reserve funds to finance capital projects provides a less expensive method of financing smaller capital projects. No interest is charged on internal loans and there is flexibility in debt retirement and servicing. The term of internal debt is limited to ten years.

Internal debt from reserve funds should not exceed 40% of uncommitted reserves.

All internal financing must be approved and authorized by Council.

Construction Financing

Construction financing is unique in that the debt may be accrued in advance of the project's completions and the interest accrues and no payments, or interest only payments are made during the building period. This type of financing will be used if the Chief Financial Officer/Treasurer determines that internal City resources are unable to maintain the cashflow for construction.

Use of Tax Room from Retired Debt

Tax room created from the elimination of the annual principal and interest payments on retired debt shall be redirected to the Asset Management Reserve as an additional funding source for the renewal, rehabilitation and/or replacement of aging infrastructure.

Reporting

The amount, composition, budget requirements and ten year repayment forecast will be presented to Council on an annual basis through the budget process.

Responsibilities

The Chief Financial Officer will have the overall responsibility for the capital financing program for the City. This includes:



The City of Sault Ste. Marie
Corporate Policies

Debt Management
Policy
F-I-9

- Reviewing and recommending the type and term of financing for capital projects recommended under the Capital Budgeting Policy and operating requirements.
- Calculating the updated Annual Repayment Limit as needed, as prescribed by the Municipal Act, 2001
- Approve the timing and structure of debt issues
- Coordinate the preparation of debt issue by-laws for Council
- May execute and sign documents on behalf of the Corporation and perform all other related acts with respect to the issuance of Council approved debt
- Review and recommend to Council the financial and business aspects of any material capital lease agreements and transactions



Subject: Capital Budget and Financing Policy

Service Area: Finance

Source: Chief Financial Officer & Treasurer

Date: 2020 09 28

Purpose:

The capital budget is a multi-year financial plan that provides for the planning of future financial resources required to finance capital expenditures. This policy establishes a framework for capital budgeting and financing in order to ensure capital investments are budgeted and monitored with a consistent approach, financed in a manner to ensure a funding mix that places a priority on maintaining long-term financial sustainability and guidelines are established for closing out capital projects.

The primary objectives of the policy are to:

- 1) Support the City's long-term strategic goals
- 2) Maximize the economic potential and community growth of the City
- 3) Promote good infrastructure management that will avoid higher replacement costs and unforeseen infrastructure failures
- 4) Maximize financing, funding and grants with other levels of government and various public and private stakeholders

Applications:

This policy applies to all capital projects undertaken or administered by the City.

Definitions:

Capital Project: a significant expenditure incurred for the improvement, acquisition or major rehabilitation or buildings, equipment, rolling stock and infrastructure used in providing municipal services. The capitalization thresholds for the various asset classes are defined in the Tangible Capital Assets Policy (F-I-7).

Life Cycle Renewal: a capital project for the rehabilitation or renewal of existing infrastructure due to obsolescence, health and safety concerns, or general deterioration of assets related to use or age

Service Improvement: a capital project that provides a new or expanded level of service to the municipality or enhances an operational service area

Growth: a capital project that will stimulate community and/or assessment growth

Capital from Current Funding: annual operating fund budget that is transferred to capital accounts for smaller pay-as-you-go projects, excluding capital roadworks and related infrastructure (ie. Sewers, aqueducts etc), that satisfies one or more of the following eligibility criteria:

- Studies and planning related to capital projects, excluding capital road works
- One year stand-alone capital maintenance or life cycle renewal projects



- IT projects including equipment and software
- Growth projects
- Allocated to capital projects to offset the City's internally funding debt

Scope:

1. Capital Budget Development

1.1 Capital Budget Submissions

The initial phase of the capital budget process is the collection of information on future capital requirements for the City. User departments are required to identify new capital needs for maintaining and enhancing their service objectives. Various sources can identify these needs such as:

- Strategic Plan
- Official Plan
- Master Plans
- Asset Management Plans
- Council Requests
- Service Development or Enhancement Requests
- Review of asset inventory (replacement)
- Emergency issues
- Federal or Provincial Government initiatives, including legislated requirements

Each department shall prepare and submit annually to the Finance Department Capital Budget designate their Capital Budget Requests, on the forms and in the format prescribed, for the current budget year. Departments are responsible for providing updated forecasts each year of the forecasted period (currently 4 years). Project costs should include all reasonably known or anticipated costs, including the impacts of inflation, non-refundable HST and a reasonable contingency. The operating budget impact of the capital project and any associated incremental revenues are to be included as well.

Multi-year or mulit-phase project expenditures shall be budgeted in the year spending is reasonably anticipated to occur.

New capital budget funding requests that are introduced outside of the budget process shall be referred to the next budget cycle unless the request is brought forward by City Council or is deemed urgent by the Chief Administrative Officer and Chief Financial Officer/Treasurer.

1.2 Review of Capital Budget Submissions

The Finance Department will review all submissions for accuracy and completeness and will follow up with user departments if additional information is required.

The Finance Department will prepare the Prioritization Ranking for approval by the Finance Committee. Prioritization ranking is weighted most heavily by the following criteria:



- High: mandated, regulated or required by law (including Health and Safety)
- Medium: maintaining existing assets
- Low: service level enhancement (service level improvement/growth)

Other prioritization factors include:

- Maintenance of assets risk of failure
- Operational resource requirements
- Strategic Plan priorities
- Funding partners

Each user department will be provided the approved ranking template and all current year capital budget requests to prioritize. Only one ranking per area is to be completed. The Finance Department will summarize the results to be evaluated by the Senior Management Team, which represents all user departments, to discuss the rankings and determine a final recommendation of capital projects to Council.

As resources are not available to finance all capital project requests, the Senior Management Team will rank and prioritize further based upon resource availability. A comment will be provided to Council as to the risk of not proceeding with the highest ranked projects.

The Chief Financial Officer and Chief Administrative Officer will have the responsibility of assigning internal sources of finances (tax levy, internal debt, reserves) and for recommending which projects should be debt financed. Debt financing recommendations will be applied in accordance with the Capital Financing and Debt Policy. Input from the Senior Management Team will be taken into consideration.

1.3 Review of Capital Budget by Council

The Capital Budget, which includes recommended projects and sources of financing, is provided to Council for their review and deliberation at the same time as the annual Operating Budget in early December, prior to the budget year. Currently only one year is approved by Council for the Capital Budget. A four year forecast is provided for information only.

2. Capital Budget Amendments

Subsequent to the approval of the Capital Budget, the Chief Financial Officer may recommend to the Chief Administrative Officer for approval of funds to be reallocated from one approved project to another approved project, including the source of financing, up to \$75,000, where an increase to the approved amount is needed. A summary of the budget changes approved will be provided to Council with the Capital Budget reporting.

Amendments to the approved capital plan require Council approval, such as accelerating or changing the scope of an approved project, financing requirements changes (either through new grants or changes once tendered value is known) or funding reallocations that are in excess of \$75,000.



3. Capital Budget Monitoring

Council will be informed on a timely basis of all material unfavourable financial matters. At a minimum a financial status report will be provided in September and with year end reporting by the Finance Department which will include updates on the following:

- Status of projects, including percentage completed to date.
- Any material variance between approved budgets and actual with recommendations to mitigate if required.
- Summary of budget reallocations approved by the CAO as set out in section 2 of policy.

4. Carryforward of Previously Approved Project Funding

A previously approved capital project for which the associated budget was not fully spent and/or committed in the year of approval may be carried forward into the next budget year to complete the project. The amount can be carried forward for one year subsequent to the year of approval and it cannot exceed the difference between the actual expenditures and the approved budget. Projects that have been in process for greater than 3 years will be subject to review to close out as per section 5 of the policy.

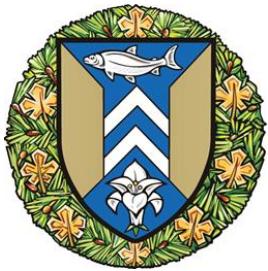
Projects funded by Capital from Current must be scheduled for completion within the budget year in which they are approved. Carryforward will only be allowed in extenuating circumstances as approved by the Chief Administrative Officer.

5. Capital Budget Close Out

The Chief Financial Officer or designate will review at year end with the departments capital budgets that are to be closed out. Any project greater than three (3) years from initial approval by Council will be recommended for close out unless further carry forward has been approved by the Chief Administrative Officer.

The Chief Financial Officer or designate will allocate the disposition of surplus funding for all closed capital projects as follows:

- Capital from Current funding surplus will be transferred to uncommitted capital to be used as a potential funding source for future capital from current projects.
- Reserves and reserve funds which originally funded the capital project shall be allocated back to the respective reserve or reserve fund
- Debt financing shall be a reduction of authorized debt
- All other capital funding will be transferred to uncommitted capital for future projects



The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Sault College Engineering Degree Program EDF Application

PURPOSE

The purpose of this report is to seek City Council approval for a contribution from the Economic Development Fund (EDF) to construct classroom and laboratory space that will enable Sault College to offer an engineering degree program in partnership with Humber College.

BACKGROUND

Since its formation as an Ontario Vocational Centre in 1965, Sault College has been serving the community to provide valuable training and educational opportunities and now serves over 4,500 full and part-time students each year.

On January 20, 2020 Council passed the following resolution:

Whereas our community plan, FutureSSM, recognizes that Sault College and Algoma University (our post-secondary institutions) are an integral part of our community's future and specifically identifies growing our post-secondary institutions as a community goal; and

Whereas our post-secondary institutions are critical to youth retention, labour force development, economic development and, therefore, community development; and

Whereas the City should recognize, encourage and support the efforts being made by our post-secondary institutions to meet community goals, keep our youth at home, develop our labour force and improve our community;

Now therefore in recognition of the foregoing and to support their efforts, City Council will earmark and set aside 20% of the Economic

Development Fund for the remainder of this Council term (therefore, \$100,000.00 in each of 2020, 2021 and 2022) to support projects at our post-secondary institutions that are consistent with and further the goals of our community plan and encourages both Sault College and Algoma University to work with Deputy CAO Community Development and Enterprise Services and the FutureSSM team to develop projects or plans, either individually or in conjunction with each other, to apply for and access the earmarked funding.

The EDF application from Sault College (Attachment A – Sault College Eng Degree EDF Application) requests \$100,000 from the EDF fund which can be accommodated through the funds set aside by City Council on Jan. 20, 2020.

The project will see the construction of classroom and laboratory space to enable Sault College to offer an engineering degree program in partnership with Humber College, as well as purchase the required equipment and ICT software and hardware needed to run the program.

The space required to run the engineering program would be approximately 8,000 square feet of which 5,500 will be new build and 2,500 will be renovations. This will include classroom space for an estimated 100 students in the engineering program, CAD Lab, computer lab, PLC robotics lab, project lab and advanced manufacturing lab.

The goal is to begin operating the program in the fall of 2022 and Sault College will work closely with Humber College in this effort.

The project budget is \$4M which includes \$3.2M of new construction/renovations; \$550,000 in new lab hardware and software and \$218,960 in furniture, fixtures and equipment. The proposed contributors to the project are:

- MCU
- NOHFC
- FedNor
- Sault College
- Private partners
- City of Sault Ste. Marie

ANALYSIS

The establishment of an engineering degree program at Sault College aligns very well with the Future SSM community development strategy. The project directly ties into the goals of growing our post-secondary institutions and building our labour force. The project also supports the community's economic development strategy with its focus on education and advanced manufacturing and technology sectors.

Sault College has provided background research that indicates growth in most engineering disciplines through 2025 and a deficit of skilled workers. Currently 30% of engineers are 55 or older and 17% are over 65.

There are also significant direct economic benefits to the program – it is expected the first cohort of 40 students to begin studies in September 2022 with 80% of students enrolled expected to be from outside of Sault Ste. Marie. A total enrolment of 100 students is expected by 2024. There is an economic impact of \$37,000 per student in the local economy through services, retail, entertainment and hospitality. This would total create an economic benefit in the community of over \$3.7M per year at full program enrollment.

The program will also see the creation of 12 to 15 high paying jobs in Sault Ste. Marie and creation of 50 indirect jobs based on a multiplier factor of 3.5 ancillary jobs in the community. The project would also create 33 direct and 35 indirect construction jobs over the design and build phase.

The project will produce skilled talent that will assist in the growth of local employers. Sault College has included letters of support from Algoma Workforce Investment Corporation (AWIC); Strive Young Professionals Group and the Sault Ste. Marie Chamber of Commerce.

Given the significant benefits outlined in the project proposal and the alignment with the FutureSSM Community Development and economic development strategies, staff recommend and fully support this project to City Council.

The SSM Economic Development Corporation Board has also reviewed the application and passed a resolution in support of this EDF request.

FINANCIAL IMPLICATIONS

City Council previously passed a motion in January 2020 that set aside \$100,000 in each of 2020, 2021 and 2022 to support projects at our post-secondary institutions (\$50,000 per institution per year) and this project can be supported through the funds set aside for Sault College.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships – Maximize Economic Development and Investment: We foster an environment where economic development dollars are maximized so that existing and new business can flourish.

The project also aligns with the FutureSSM Community Development strategy and economic development strategy as indicated above.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Sault College EDF Application

2020 09 14

Page 4.

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2020 09 28 be received and Council approve the investment of \$100,000 to Sault College from the Economic Development Fund to support the establishment of an engineering degree program in Sault Ste. Marie.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development & Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



Sault College Economic Development Fund Application

August 22, 2020

Economic Development Fund (EDF) – Application - \$100,000 Request

Application Requirements

1. Applicant Information

1.1. Legal Name of the Business/Organization

Sault College of Applied Arts and Technology
443 Northern Avenue East
Sault Ste. Marie,
Ontario P6B 4J3
Ph (705) 759-2554

1.2. Names of Officers, Directors and Principals

Key members and positions of the Sault College of Applied Arts and Technology:

- Dr. Ron Common – Sault College President
- Colin Kirkwood – VP Academic and Research
- David Orazietti – Dean of Aviation, Trades and Technology, Natural Environment and Business

1.3. History of the Organization

Sault College's proud history, over more than five decades, can easily be divided into three eras. In the fall of 1965, the institution opened its doors as the Sault Ste. Marie Ontario Vocational Centre, or OVC. Similar "training schools" began in London and Ottawa. The OVCs evolved into Ontario's community colleges. In 1967 the Ontario government established a system of Colleges of Applied Arts & Technology, more often known as community colleges. Sault Ste. Marie's OVC became the Sault Campus of the newly established Cambrian College of Applied Arts & Technology. Its main campus was located in Sudbury. A second satellite campus opened in North Bay.

Community colleges enjoyed immediate public acceptance and support. In fact, Cambrian's enrolment growth was so rapid that within only five years the satellites became independent colleges. The independent Sault College of Applied Arts & Technology emerged in 1973. Cambrian's second satellite campus - in North Bay - became Canadore College of Applied Arts & Technology.

Since 1972, Sault College has grown tremendously over the years, adding programs in all disciplines. They respond to the postsecondary educational needs of more than 4,500 part-time and full-time students each year.

Sault College is a student-first, regionally-focused college uniquely poised to serve students, regardless of background, with a hands-on, supportive learning environment that prepares individuals for future success and meaningful contribution to our provincial economy. Sault College is looking to further expand its program offerings and address a growing need for engineering in the province of Ontario with this application to develop a school of engineering.

1.4. Organization Mandate

Sault College's Strategic Plan boldly declares that we will put "students first" and that we will be the pre-eminent student-centred college. Intrinsic to these declarations is the commitment that Sault College values and embraces diversity, equity, inclusion and respect as core to the creation of an invitational college at which all students have the opportunity to succeed.

We recognize that historical and persistent inequities and barriers to equitable participation exist and are well documented in society.

We believe individual and systemic biases contribute to the marginalization of designated groups. These biases include race, sex, gender, sexual orientation, age, disability, ancestry, nationality, place of origin, colour, ethnicity, culture, linguistic origin, citizenship, creed (religion, faith), marital status, socio-economic class, family status, receipt of public assistance or record of offense. We acknowledge that resolving First Nations, Metis and Inuit sovereignty issues is fundamental to pursuing equity and social justice within Canada.

We acknowledge the richness and diversity of our student population and as our college community evolves, and our staff and student population changes, we will implement policies and practices which create an invitational college environment.

Our guiding principles are based on the foundations of invitational education which include the belief that all people matter, are able and responsible, and should be treated accordingly (Purkey & Novak, 2008).

We believe that we must put students first and that doing so in a purposeful way creates an invitational college which encourages diversity and inclusion, which in turn strengthens the fabric of our college and student life.

As such we demonstrate leadership in eliminating barriers, and implementing and promoting diversity through our academic policies, special initiatives and proactive measures.

We are committed to addressing and eliminating harassment and discrimination by working to create a college which practices inclusion in our classrooms, support services and workplace.

1.5. Key Contact for the Initiative

Jason Naccarato, Project Manager
Ph (705) 254-9216
jnaccarato@nacinc.ca

2. Project Information

2.1. Project Description

Sault College of Applied Arts and Technology is currently seeking funding to construct a classroom and laboratory space to enable Sault College to offer an engineering degree program in a partnership with Humber College, as well as purchase the required equipment and ICT software and hardware needed to run the program.

The space required to run the engineering program would be approximately 8000 square feet of space of which 5500 will be new build and 2500 will be renovations. Final space requirements may be subject to minor modifications based on curriculum development and the dynamic nature of this project.

The space will include:

- Classroom space to accommodate an estimated 100 students in the engineering program
- CAD Lab
- Computer Lab
- PLC robotics lab
- Project lab
- Advanced manufacturing lab

The engineering program would also require specialized equipment, fixtures, hardware and software and these costs are also included within this application. Sault College plans to collaborate with The Humber Institute of Technology and Advanced Learning to develop the curriculum for this program. This collaboration will allow both organizations to share resources and improve the curriculum development capacity and quality. Furthermore, this collaboration will allow Sault College to begin operating the program in the fall of 2021.

2.2. Objectives

Sault College has an optimistic outlook on the future of the engineering sector. Engineers Canada, which promotes and maintains the integrity, honour and interests of the engineering profession, is projecting growth in most engineering disciplines through 2025. Disciplines that will see the most growth include civil engineering, mechanical engineering and electrical engineering. However, as we head into 2020, the engineering sector continues to experience a deficit of skilled

workers. One of the most pressing issues the industry faces is an aging workforce. Currently 30% of engineers are 55 or older, and 17% are over 65. As the boomer generation marches toward retirement, they'll leave big skill gaps in their wake, as there aren't enough newly-minted engineering grads in Canada to replace them. Currently immigration is helping bridge this gap, however educational institutions and employers must do more to attract young people to get engineering degrees if they hope to keep up with industry growth. In addition to this, graduates of this program often have their pick of job opportunities and often have difficulty forging a long and successful career in this booming field.

The new Sault College School of Engineering project is being undertaken to address these anticipated labour market needs. Furthermore, The College is undertaking this project because it is aligned with the capabilities and strengths of the institution. The College has been training technicians and technologists for decades in the mechanical, electrical and construction disciplines. Sault College also has a state of the art robotics program and laboratories that can be leveraged to enhance the engineering program. Our graduates in these areas are well sought after by regional employers and enrollment is strong. Sault College is well positioned to expand its technical programming to include engineering. This project will bring significant economic benefits to the community. The details of this are outlined in the subsequent sections.

2.3. Performance Targets

Construction and Equipment:

- Classrooms, laboratory space construction completed by September 2021
- Lab equipment, software, and digital delivery technology purchased and commissioned by September 2021

Enrollment:

- First cohort of 40 students begin studies in September 2021
- 80% of students from outside Sault Ste. Marie area
- Total enrolment of 100 students by September 2024

Employment Rates:

- 90% employment rate within 6 months of graduation

2.4. Impacts and Limitations of the Project

Impacts:

- Creation of approximately 12 to 15 high paying jobs in Sault Ste. Marie; professors, lab instructors, and program support staff through operation of the program
- Creation of approximately 50 indirect jobs based on a multiplier factor of 3.5 ancillary jobs in the community
- \$37,000 of economic impact per student in the local economy through services, retail, entertainment and hospitality. This would total over 3.7 million per year at full program

- enrollment injected into the local economy as expected enrollment is 100 students at full program operation
- Creation of approximately 33 direct and 35 indirect construction jobs over the design and build phase

Limitations:

Finding adequate teachers in the Engineering sector. The School of Engineering will need dedicated, motivated and trained staff who are able to work on site with minimal supervision. This may be difficult due to the limited amount of teachers in this area for Engineering. However, with the assistance of community partners like the Sault Community Career Centre and Sault College Employment Solutions, plans will be established to ensure adequate human resources.

2.5. Methodology and Timing (Key Dates for Progress Reports and Final Report)

Sault College plans to begin operating the program in September of 2021.

3. Costs and Financing

3.1. Detailed Project Costs

Sault College has identified a series of building constructs and building renovations for the School of Engineering. The following list details the planned scope of work:

Construction and Renovation of new classroom and laboratory space to house the program

Scope: Design and construct new classroom and laboratory space

- Design, engineering and permits for 5,500 square feet of new build
- Construct building with electrical, mechanical and plumbing to code
- Renovate 2,500 square feet with electrical, mechanical and plumbing to code
- Fully accessible building including entrance ramp, and washroom requirements
- Purchasing the required new lab hardware and software
- Installation of furniture, fixtures and equipment (FFE)
- **Total Cost: \$4,000,000**

3.2. Financing Arrangements (Loans and Grant Funding Partners)

Sault College making a financial contribution and is seeking funding from the following:

- MCU
- NOHFC

- FedNor
- Private Partners
- City of Sault Ste. Marie (\$100,000)

3.3. In-kind Contributions

Sault College is actively engaged with stakeholders. They expect to have significant in-kind contribution by the time the project is under construction.

3.4. Balance, Financial Statements

This will be a \$4 Million project (Estimated)

3.5. Demonstrated Need for Assistance (Supporting Documentation)

The region has been short of engineering talent, this will continue to persist into the future. This project will have direct impact on local engineering talent.

4. Economic Benefits

4.1. Description of How the Project Promotes Economic Growth and Diversification

The School of Engineering will promote economic growth and diversification in a variety of ways. Firstly, the project will create several direct and indirect jobs within the community which is discussed below. The projected economic impact per student in the local economy through services, retail, entertainment and hospitality is \$37,000. At full program enrollment of 100 students, \$3.7 million per year will be injected into the local economy.

The bulk of students that will potentially enroll into the program will be from an outside area. The influx of students will come from different cultures and backgrounds and will diversify the local population. They will bring different ideas and ways of thinking that will challenge the way we think as a local population.

Finally, the program will address the anticipated labour market needs within the engineering sector. The graduates will fill the growing demand of engineering jobs regionally and throughout Canada.

4.2. Projected Job Creation

There will be creation of approximately 12 to 15 high paying jobs in Sault Ste. Marie; professors, lab instructors, and program support staff through operation of the program. And creation of

approximately 50 indirect jobs based on a multiplier factor of 3.5 ancillary jobs in the community. Expected enrolment is 100 students at full program operation. In addition, there will be creation of approximately 33 direct and 35 indirect construction jobs over the design and build phase of the building.

4.3. Potential for Tax Assessment Increase

This project will inject significant funds into the local economy through the jobs created, student enrolment and through the construction of the new facility. This initiative will lead to more student housing, retail expansion as well as the growth of the food, beverage, and entertainment sectors. Furthermore, initiatives such as this are inline with the strategic direction of the City of Sault Ste Marie to create a vibrant downtown, improve local demographics, and increase quality of life for our residents.

4.4. Other Economic and Community Benefits

Other economic and community benefits from this program include societal benefits from increasing the level of education within the community. The School of Engineering will not only address the growing labour market need for engineers, it will also benefit the community as a whole. As more individuals benefit from education, our community will as well. One of the most compelling benefits is a reduced crime rate. In addition:

- Universities/colleges act as economic engines – they are hotbeds of innovation and entrepreneurship
- They attract talent globally and from outside the local area (provincial/nationally)
- International staff and students contribute to the vitality of their communities and help develop tolerant and inclusive societies along with helping build international connections
- Universities/Colleges help address societal challenges
- They help foster creativity and open debate
- Higher education improves lives – it enhances self-knowledge, employment opportunities and promotes civic participation

Adding another program to Sault College will only enhance these benefits as the college expands and grows. This acknowledgement of economic and community benefits through expansion of programs is reflected in Sault College's Strategic Plan.

5. Community Benefits

5.1. How the Project Compliments Other Local Initiatives

This project will first and foremost compliment Sault College. Through marketing and advertising people locally and outside of this area will become familiar with The School of Engineering and in turn will also learn about Sault College for its other programs putting it on the map for several reasons.

This program will support growth and bring benefits not only to our large primary industrial manufacturers, Algoma Steel and Tenaris, but also to a wide variety of companies who need engineers such as: maintenance and fabrication companies like Pollard, Soo Mill, GR Trusses, China Steel, Soo Foundry, and SIS; numerous consulting engineering firms; government organizations and smaller scale manufacturers like Heliene, Arauco, and Filtrec. Having a continuous supply and an established critical mass of engineering talent in the Sault will serve to attract and catalyze new local startups in the engineering field.

As more people graduate from the engineering program the business community will benefit from highly skilled workers. In addition, local retail, entertainment, hospitality and food businesses will benefit from student and staff expenditures within the community.

5.2. Impact on the Community as a Whole

- This project will create jobs within the community directly and indirectly
- The School of Engineering will help fill both the regional and provincial labour force gap that exists now and in the future within the engineering sector
- The program will help to bring new students to Sault Ste. Marie from mostly outside of the area
- It will help stimulate economic activity in our community
- Increase community and societal benefits from adding another program to the College
- Promote business productivity and talent attraction for local businesses through the increase of skilled workers



September 4, 2020

The Honourable Mélanie Joly
Minister of Economic Development and Official Languages
225 Chabanel West
Suite 1109
Montréal, Quebec
H2N 2C9
melanie.joly@parl.gc.ca

Dear Minister Joly:

RE: Sault College School of Engineering

We are pleased to endorse Sault College's bid to construct a School of Engineering and we believe that this facility will help address Northern Ontario's shortage of engineering professionals. As the largest employer, with a rich 119-year history in this community, we can attest to the challenges faced when seeking to attract qualified candidates to the region. Apart from the metallurgical discipline, mechanical and electrical engineers best meet our operational requirements, and for this reason, the proposed program is well aligned with our succession needs.

Algoma Steel is a 4M ton integrated steel manufacturer situated in Sault Ste. Marie, Ontario Canada. We employ approximately 2800 people in skilled trades, operations, logistics, and the full realm of professional services. As a leading producer of advanced steel products, we are an integral supplier to major sectors of the Canadian economy such as automotive, energy, construction, and light manufacturing.

As a valued employer in Northern Ontario, we partner with the regional colleges and universities and we regularly collaborate with our community and economic development partners to ensure a steady supply of qualified applicants. To further strengthen our talent pipeline, we also deliver a graduate engineer trainee program and a robust apprenticeship program. Sault College's novel approach to delivering a degree-granting program in partnership with Humber College signals the kind of innovative solution that has become customary in the north and could potentially be a model for future program development across the province.

/..2

We have found Sault Ste. Marie to be a resourceful, welcoming community in which to live and conduct business, and we believe that by living and studying in the community, students are more likely to pursue a career in the north upon graduation. A locally-based School of Engineering would most assuredly ensure a reliable supply of qualified candidates. If there is anything further that we can provide by way of support for Sault College's initiative, please do not hesitate to call.

Sincerely,



Michael A. McQuade
President & Chief Executive Officer

c.c.

Greg Rickford, Minister of Energy, Northern Development and Mines

Stephen Lecce, Minister of Education

Ross Romano, Minister of Colleges and Universities

Dr. Ron Common, President, Sault College

Tuesday, September 1, 2020

The Honourable Mélanie Joly
Minister of Economic Development and Official Languages
House of Commons
Ottawa, ON K1A 0A6

RE: Sault College Engineering Technology Program Expansion

Dear Minister,

On behalf of Tenaris, I would like to voice our support for the expansion of the Engineering Technology Program to be offered at Sault College. We strongly believe this program expansion will have a significant impact on the local workforce and economy as the need for qualified professionals in the engineering sector continues to grow throughout the region.

As you know, technical education is critical to Tenaris and we believe in the value of strong connections with the communities where we operate. It is necessary to keep up with the technologies of today; this is emphasized through the partnership we have created together with Sault College.

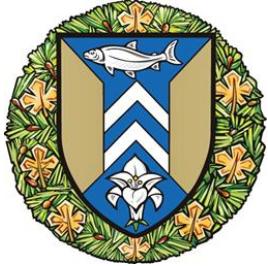
Tenaris is proud to be deeply involved in the community of Sault Ste. Marie including Sault College, supporting programs that generate awareness, diversity, opportunity and skills development for STEM careers including industrial manufacturing.

We recognize and support Sault College's effort to provide high quality educational resources to produce strong graduates with the necessary skills to support the needs of the local workforce. We believe the direction the college is taking to educate students in the science and technology field will play a significant role in providing local businesses—including our own—with access to talent that have gained the skills needed to drive innovation and productivity in an increasingly competitive environment.

An effective Sault College is important to Tenaris' ambition to create an industrial centre of excellence in Sault Ste. Marie and as a result, we fully endorse Sault Colleges' efforts to increase opportunities for students, close the labour market gap in the community, and promote business productivity and talent attraction in the region. We look forward to seeing the strong outcomes that this important initiative will bring.

Sincerely,


Angela Cruickshank
Human Resources Senior Director – Canada
Tenaris Global Services



The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Downtown Plaza Conceptual Plan and Update

PURPOSE

The purpose of this report is to provide City Council with the current conceptual plan for the Downtown Plaza and provide a project update.

BACKGROUND

Revitalizing Sault Ste. Marie's downtown is a community priority as identified by the:

- Corporate Strategic Plan
- Planning Department's revitalization efforts
- Downtown Development Strategy
- Community Improvement Plan for downtown (patios, grants, etc.)
- Sault Ste. Marie Downtown Association
- FutureSSM Strategy and Downtown Development Action Team
- Roger Brooks Downtown Review
- Sault Ste. Marie Economic Development Corporation and Tourism SSM
- Research available on community development best practices

The health of a community's downtown is vital to economic development – it is one of the most important factors that businesses, labour force, students and youth use to assess the health of a community.

Recognizing this, City Council passed a resolution on August 12th, 2019 to advance the plaza project and acquire a property at 535 Queen Street East to enable the development of the Plaza.

Since that time, a number of steps have been taken to advance the plaza project:

- On November 18, 2019 Brook McIlroy was approved by City Council to provide multidisciplinary design services associated with the planning, design, tendering and contract administration of the Downtown Civic Plaza.

Downtown Plaza Update

2020 09 28

Page 2.

- On March 23rd, 2020 City Council approved the acquisition of 516-526 Bay Street which provides additional land to serve the plaza and 73 Brock Street to permit the planned relocation of the Mill Market to be adjacent to the plaza.
- Staff have submitted applications to both NOHFC and FedNor to support the development of the plaza

Brook McIroy has completed the pre-design phase of work and has produced a proposed design concept for the downtown plaza and project schedule (Attachment A – SSM Downtown Plaza Council Presentation). The firm is pleased to provide to Council an overview of this concept and the design process and engage with the community to obtain feedback that will assist in finalizing the design concept and budget for the project.

ANALYSIS

The downtown plaza project is an important initiative that is anticipated to incentivize new development and help to drive increased tax assessment and property valuations. It will help the community to attract new residents and foster business growth.

The project will also provide space for community events/activity in the downtown year-round (four-season venue) which will not require the closure of Queen Street for regular events. Increasing the number of events and activities is a critical component to revitalizing the downtown and for supporting tourism.

A downtown plaza will also contribute to community pride and morale and provide an attractive downtown space for all ages. It will be a location that residents can gather for numerous activities, socialize and have fun.

Prior to the Covid-19 outbreak, the success of BIA downtown events, SSM Raptors Jurassic Park and Poutine Feast demonstrated the demand for this type of activity in the community. As the community continues to navigate Stage 3 of the Provincial re-opening and manages with Covid-19, staff recommends that the City stay the course and continue to advance the plaza project. The rationale for this recommendation includes:

- Timing - The plaza project will take another year to develop with construction to start in May 2021 and be completed as early as feasible, targeting Q4 2021. Therefore, plaza activities would begin in earnest in Spring 2022. By this time, it is hoped that progress will be made on managing Covid-19 such that renewed community gatherings will be permitted.
- Recovery – One recommendation that we have heard from businesses in the downtown is that efforts to assist in generating foot traffic and the return of citizens and tourists to the downtown is critically important.

- Leadership - The City can, and should, demonstrate leadership in this area of community development. Downtown revitalization has been recognized across all planning documents and the plaza will serve the community as a strategic asset in the future.

Given the schedule proposed by Brook McIlroy, it is important that the project advance at a steady and appropriate pace in order to complete design drawings, have them tendered and prepare for construction in Spring 2021.

Pending community feedback on the proposed design, staff anticipate returning to City Council in the very near future with the final design and estimated project budget for approval. The purpose of this report and presentation is to start the process for Council and community feedback and assist in the completion of the design.

FINANCIAL IMPLICATIONS

As the final cost of the plaza project is not yet finalized and funding confirmation from NOHFC and FedNor is still pending, the complete financial implications cannot be outlined at this point.

As originally reported to Council on August 12, 2019, the downtown plaza was estimated to be a \$6.6M project with the City share being \$3.2M. The funds from the City came from the one-time gas tax fund and utilization of the annual Community Growth Initiatives allocation within the capital budget. An updated budget will be provided to Council at a future date which will take into account community input, project updates and results from our request for funding.

STRATEGIC PLAN / POLICY IMPACT

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

The project also aligns with the FutureSSM Community Development Strategy and Downtown Development strategy.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report date 2020 09 28 concerning the development of the downtown plaza be received as information.

Respectfully submitted,

Downtown Plaza Update

2020 09 28

Page 4.

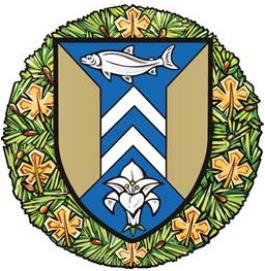


Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

t.vair@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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-10-20-Z 62 Sherbrook Drive (R&J Holdings Inc.)

PURPOSE

The applicant, R&J Holdings Inc. (c/o Ronald Champagne), wishes to rezone a portion of the subject property to facilitate the creation of 4 single detached residential lots.

PROPOSED CHANGE

The applicant is seeking Council's approval to rezone a portion of the subject property from Medium Density Residential Zone (R4) to Low Density Residential Zone (R3). The portion of the subject property currently zoned Environmental Management (EM) will remain as such.

Subject Property

- Location: located on the east side of the unopened Sherbrook Drive road allowance, approximately 43m north of its intersection with the unopened Fairview Avenue road allowance.
- Approximate Size: The irregularly shaped parcel is 77m (253') wide by +/- 53m (174') deep, totalling 0.474ha (1.17acres)
- Present Use: Vacant
- Owner: R&J Holdings Inc.

BACKGROUND

There have been no rezoning applications upon the subject property. The Sherbrook Subdivision was draft approved in 1974. At that time, the subject property was intended to be developed with a combination of townhouses and/or semi-detached dwellings.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Residential' on Land use Schedule C of the Official Plan.

Current residential policies focus upon supporting a mixture of housing types and tenure forms in new development. The applicant's proposal to 'downzone' the subject property to facilitate the creation of 4 single detached lots will have the effect of reducing the variety of housing types and potentially tenure forms within the existing single detached subdivision. However, approximately 1/3 of the subject property is undevelopable due to a significant slope, which creates significant challenges in developing the site at a higher density.

Section 4.6 of the OP addresses development constraints with the overall intent of directing development away from significant slopes. The portion of the property not impacted by sloped land may not be large enough to accommodate higher density dwelling types such as multiple attached dwellings, but it is large enough to accommodate the proposed 4 single detached dwellings, with enough space for parking, setbacks and outdoor amenity.

Therefore, given the development constraints upon this property, the applicant's proposal conforms with the Residential and Sloped Land policies of the OP.

Conformity with the Provincial Policy Statement 2020 (PPS)

Much like the residential policies contained within the OP, the PPS encourages a mixture of housing types and tenure forms. The PPS also directs development away from hazardous lands such as steep slopes. Therefore, this application is consistent with the PPS 2020.

Conformity with the Growth Plan for Northern Ontario 2011

This application does not conflict with any policies within the Growth Plan for Northern Ontario.

COMMENTS

The applicant is seeking Council's approval to rezone a portion of the subject property from Medium Density Residential Zone (R4) to Low Density Residential Zone (R3). The portion of the subject property currently zoned Environmental Management (EM) will remain as such.

The applicant intends to create 4 lots for single detached residential development purposes. As per the site plan attached, the proposed lots, which will require severance approvals from the Committee of Adjustment, will meet minimum R3 lot standards (frontage and area) and there appears to be ample space beyond the top of the stable slope to locate a single detached dwelling on each lot, in accordance with the required setbacks of the R3 Zone.

The proposed R3 zoning permits semi-detached and multiple attached dwellings in addition to single detached dwellings. The applicant is requesting the R3 zoning rather than R2 to take advantage of the slightly smaller lot frontage and area requirements of the R3 Zone, more specifically:

	R3	R2
Minimum Lot Area	460m ²	550m ²
Minimum Lot frontage	14m	15m

All other setback requirements for single detached dwellings are the same in the R2 and R3 Zones.

The proposed R3 zoning is also consistent with the portion of the Sherbrook Subdivision that has been developed with single detached homes.

Referring to the maps attached, the subject property is not serviced and does not front onto an assumed municipal roadway. Both the road and services terminate at the north lot line and it is the applicant's intent to extend the road and services prior to finalizing any new lot creation. The stormwater management pond for the subdivision is south of the subject property and the property to the west is not owned by the applicant. As per the site plan attached, the applicant plans to extend the road across the entire frontage of the subject property with a turnaround/access to the stormwater management pond. This would result in a small gap to the Fairview Avenue ROW, which will eventually be constructed to provide a second access to this subdivision, as well as the draft approved Sherwood Park Subdivision to the east. It is the city's position to require the road to be extended to the southern limit of the Sherbrook Subdivision with the turnaround constructed upon the Fairview Avenue ROW. This will ensure that there are no gaps that would need to be completed at some point in the future, at the City's cost. This matter need will need to be addressed prior to finalizing the new creation of the 4 new single detached lots.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on September 4, 2020. The notice that was mailed out to property owners is attached to this report. The notice was also advertised on the City's website and in the Sault Star on September 5, 2020.

Public Comments

Up to the drafting of this report, no comments have been received from neighbours.

Application Circulation

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

- No comments/objections: Accessibility Advisory Committee, Community Development & Enterprise Services, Public Works, Fire Services, Legal Department, the Municipal Heritage Committee, PUC Services, Sault Ste. Marie Economic Development Corporation, Ministry of Municipal Affairs & Housing, Bell Canada.
- See attached comments from the Sault Ste. Marie Region Conservation Authority (SSMRCA) Building Division and Engineering Services.

SSMRCA notes that any development upon the subject property will require a permit from the SSMRCA.

Building Division has no objections, but notes there is a turnaround easement registered on title, to accommodate city vehicles, school buses and emergency providers. As previously mentioned, prior to finalizing any new lot creation or the issuance of a building permit, the road and services will need to be constructed to the satisfaction of the City.

Engineering notes that the development of these lots will require the Owner to enter into a subdivision agreement with the City and as previously discussed, the road should be developed to the southern extent of the subdivision.

FINANCIAL IMPLICATIONS

Approval of this application will not significantly impact municipal finances. It is however worth noting that as with any development, the overall assessment base will increase, however in this case, a road will be constructed by the applicant and deeded to the City, which will be responsible for long term maintenance costs.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategy Directions contained within the Corporate Strategic Plan.

SUMMARY

The existing parcel is better suited to low density single detached development, given the significant slope which impacts the developability of the eastern portion of the subject property.

Prior to finalizing the creation of 4 new lots, the owner will be required to extend the roadway and services, to the satisfaction of the City, which will include extending the road to the southern limit of the subdivision, so that the road can be tied into Fairview Avenue when it is constructed.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated 09 28 2020 concerning Rezoning Application A-10-20-Z be received and that Council rezone the portion

A-10-20-Z 62 Sherbrook Drive (R&J Holdings Inc.)

2020 09 28

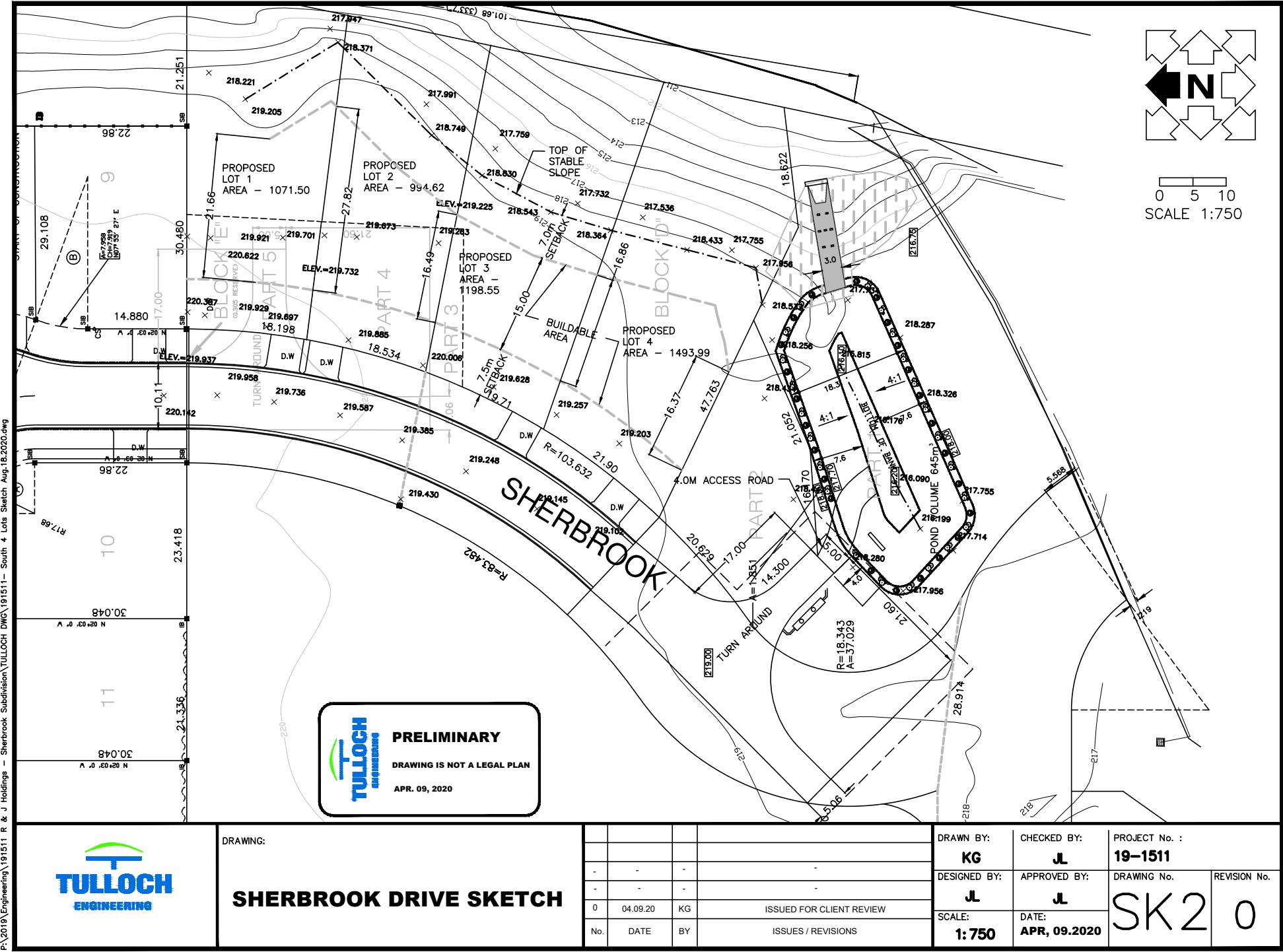
Page 5.

of the subject property that is currently zoned Medium Density Residential Zone (R4) to Low Density Residential Zone (R3). The portion of the subject property currently zoned Environmental Management (EM) shall remain as such.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "P Tonazzo".

Peter Tonazzo, RPP
Senior Planner
705.759.2780
p.tonazzo@cityssm.on.ca



APPLICATION NO. A-10-20-Z

BUILDING DIVISION COMMENTS

ADDRESS: 62 SHERBROOK DRIVE

SUBJECT: PROPOSED 4 SINGLE FAMILY LOTS

Date: 2020-09-07

To: PLANNING DEPARTMENT: Don McConnell

From: BUILDING DIVISION: Frank Bumbaco

BUILDING DIVISION COMMENT:

Data

- Existing Zone = R4 - Medium Density Residential Zone & EM - Environmental Management Zone
- Site is not regulated by Development Control.
- Site is regulated by the Sault Ste. Marie Region Conservation Authority

Setback Review

The following setback review is for the proposed 4 Single Family Lots

R3 Building Requirements

- Lot Area – Minimum required 460m²
- Frontage – Minimum required 14 meters.
- Front Yard – Minimum required setback is 7.5 meters.
- Interior Side Yard – Minimum required setback is 1.2 meters for single storey, 1.8 meters for two storey.
- The Other Interior Side Yard – Minimum required setback is 3 meters.
- Rear Yard – minimum required setback is 10 meters.
- Maximum Building Height – 2 Storey
- Maximum Lot Coverage – 40%

Parking

- Multiple Attached Dwelling – 1.25 space per dwelling unit required

Comment

The Building Division has no objections with the proposed rezoning, however would like to comment the following:

- The subject property lies within the jurisdiction of the Sault Ste. Marie Region Conservation Authority and as such, their approval will be required prior to issuance of any building permits.
- There is currently a temporary turn around easement registered on the title for municipal vehicles and vehicles used in municipal purposes including snow ploughs, graders, school busses, garbage trucks and emergency vehicles.
- Please note the site is not serviced.

From: Marlene McKinnon
To: [Stephanie Perri](#)
Subject: SSMRCA Response - A-10-20-Z - 62 Sherbrook Drive
Date: Friday, September 4, 2020 2:00:11 PM
Importance: High

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

September 4, 2020

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-10-20-Z

**R&J Holdings Inc. / Mark A. Lepore
62 Sherbrook Drive
Sault Ste. Marie**

The subject property (62 Sherbrook Drive) is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

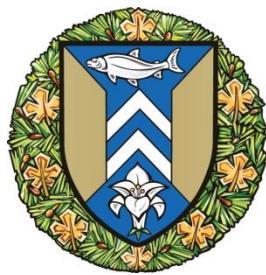
Any development on the subject property will require a permit by SSMRCA under Ont. Reg. 176/06.

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

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics



2020 09 15

Our File: DC

MEMO TO: Don McConnell, RPP
Director, Planning and Enterprise Services

**RE: A-10-20-Z
62 Sherbrook Drive
R&J Holdings Inc.**

The Engineering Division has reviewed the above noted application and provides the following:

- The development of these lots will require the Owner to enter into a subdivision agreement with the City.
- The road should be developed to the end of the subdivision phase, which is the end of Sherbrook Drive.

If you have any questions, please do not hesitate to contact the undersigned.

Maggie McAuley, P. Eng.
Municipal Services Engineer
705-759-5385
m.mcauley@cityssm.on.ca

MM/

Subject Property

Area to be Rezoned



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-10-20-Z 62 Sherbrook Drive (R&J Holdings)\GIS & Maps\A-10-20-Z_AerialMap_Aug2020_8x11_V1.mxd

Application Map Series	Legal Department Reference
<input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	
Property Information	Legend
Civic Address: 62 Sherbrook Drive Roll No.: 050035023070000 Map No.: 96/1-110 Application No.: A-10-20-Z Date Created: August 31, 2020	 Area to be Rezoned  Subject Property: 62 Sherbrook Dr  Parcel Fabric



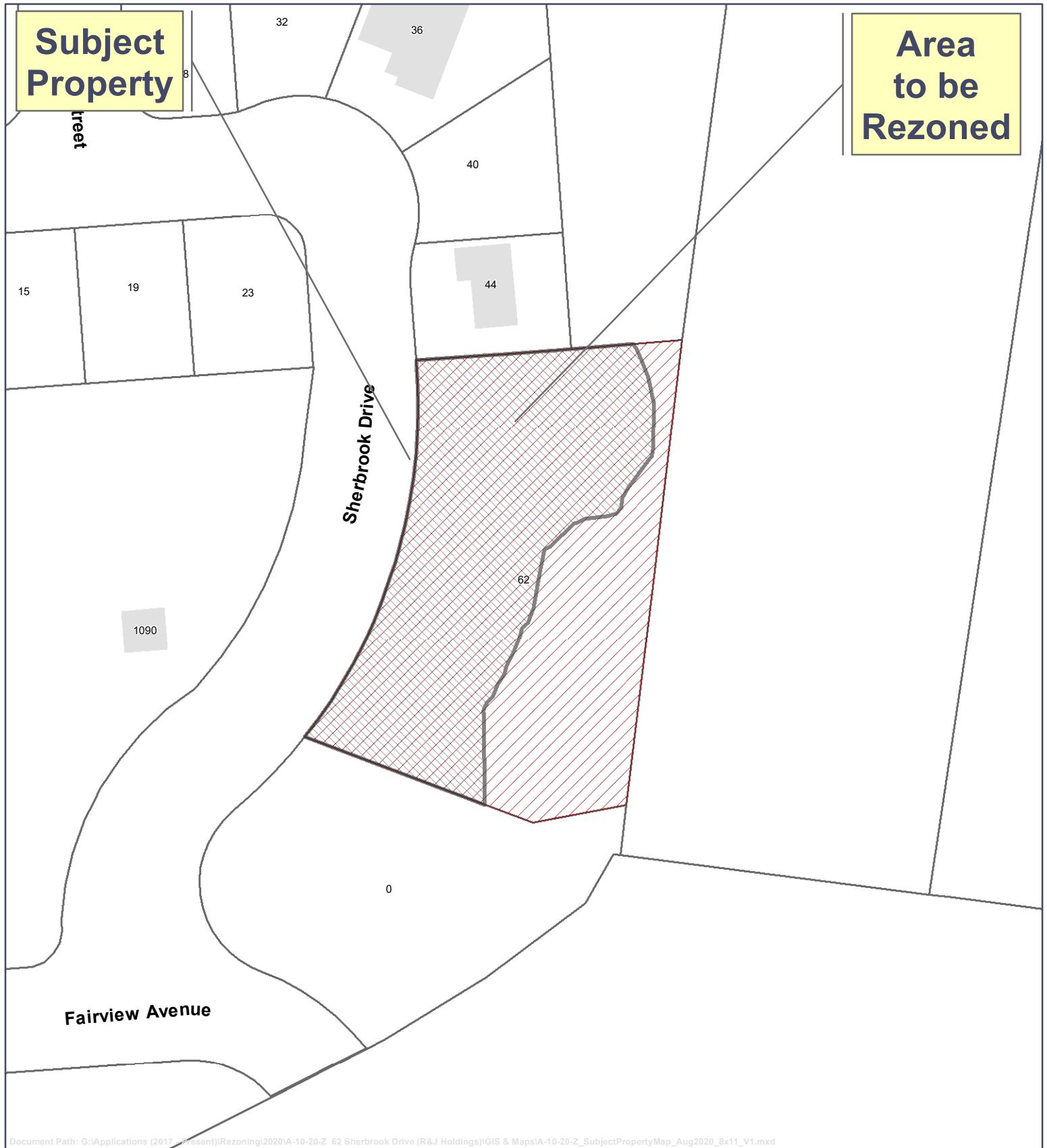
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
Orthophoto: 2016 20cm Colour
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000

Subject Property

Area to be Rezoned



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-10-20-Z_ 62 Sherbrook Drive (R&J Holdings)\GIS & Maps\A-10-20-Z_SubjectPropertyMap_Aug2020_8x11_V1.mxd

Application Map Series	Legal Department Reference
<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	
Property Information	Legend
Civic Address: 62 Sherbrook Drive Roll No.: 050035023070000 Map No.: 96/1-110 Application No.: A-10-20-Z Date Created: August 31, 2020	 Area to be Rezoned  Subject Property: 62 Sherbrook Dr  Parcel Fab.



**SAULT
STE. MARIE**
Planning and Enterprise Services

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

This map is for general reference only
Orthophoto: None

Projection Details:

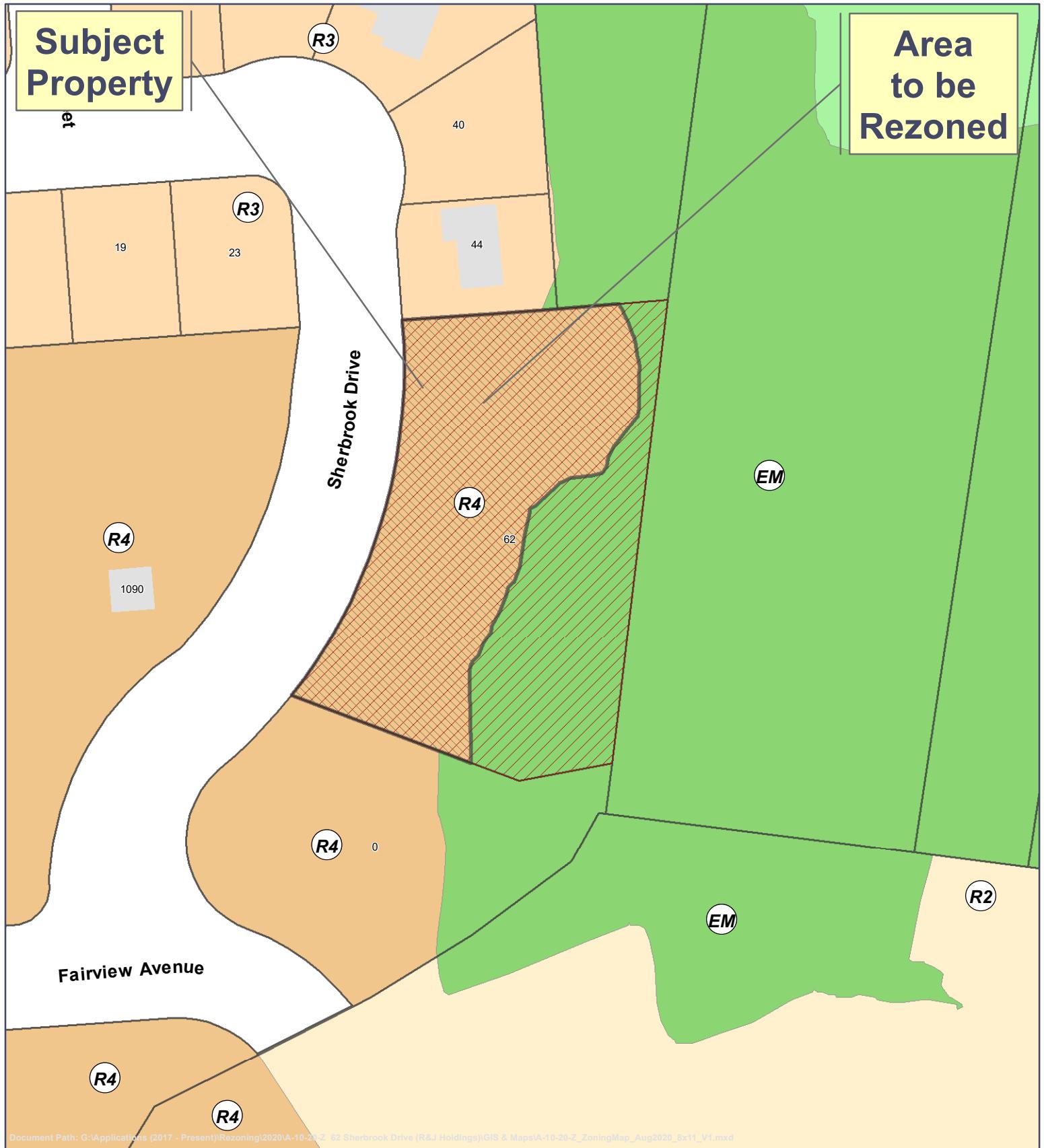
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000



Subject Property

Area to be Rezoned



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-10-20-Z_62 Sherbrook Drive (R&J Holdings)\GIS & Maps\A-10-20-Z_ZoningMap_Aug2020_8x11_V1.mxd

Application Map Series	
<input type="checkbox"/> Subject Property	<input type="checkbox"/> Official Plan Landuse
<input checked="" type="checkbox"/> Existing Zoning	<input type="checkbox"/> Aerial Image
<input type="checkbox"/> Official Plan Amendment	

Property Information

Civic Address: 62 Sherbrook Drive
 Roll No.: 050035023070000
 Map No.: 96/1-110
 Application No.: A-10-20-Z
 Date Created: August 31, 2020

Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
C3 - Riverfront Zone; C3hp	R5 - High Density Residential Zone
C4 - General Commercial Zone; C4hp	R6 - Mobile Home Residential Zone
C5 - Shopping Centre Zone	I - Institutional Zone
H2 - Highway Zone	EM - Environmental Management Zone
M1 - Light Industrial Zone	PR - Parks and Recreation Zone
M2 - Medium Industrial Zone; M2hp	RA - Rural Area Zone
M3 - Heavy Industrial Zone	RP - Rural Precambrian Uplands Zone
R1 - Estate Residential Zone	REX - Rural Aggregate Extraction Zone
R2 - Single Detached Residential Zone; R2hp	AIR - Airport Zone
	Named Use - Commercial Dock



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

NOTICE OF APPLICATION & PUBLIC MEETING

62 Sherbrook Drive Application No.: A-10-20-Z Applicant: R&J Holdings Inc. (c/o Ronald Champagne)

Date: September 28, 2020

Time: 5:30 PM

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

PURPOSE

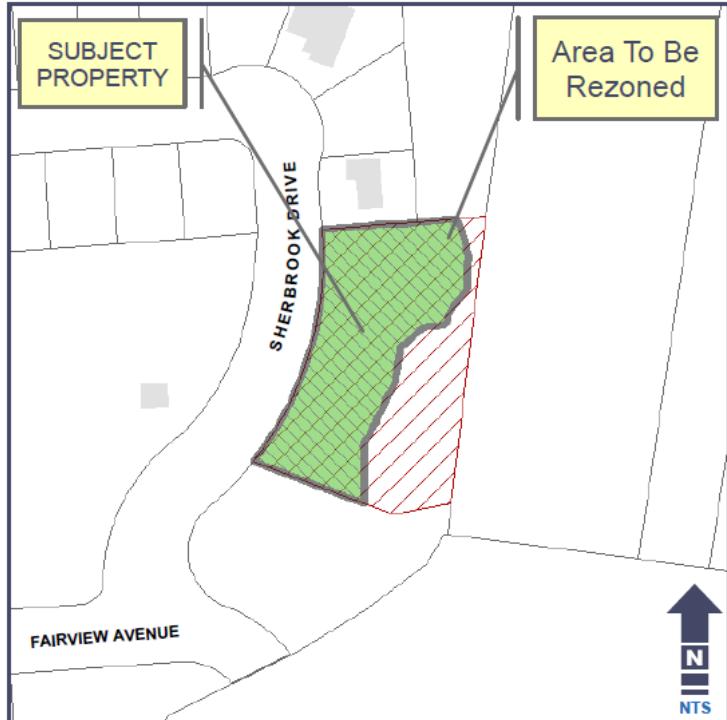
The applicant, R&J Holdings Inc. (C/O Ronald Champagne) wishes to rezone a portion of the subject property to facilitate the creation of 4 single detached residential lots.

PROPOSED CHANGE

The applicant is seeking Council's approval to rezone a portion of the subject property from Medium Density Residential Zone (R4) to Low Density Residential Zone (R3). The portion of the subject property currently zoned Environmental Management (EM) will remain as such.

HAVE YOUR SAY

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



TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, September 28, 2020 at 5:30 p.m. to consider a proposed amendment to Zoning By-Law No. 2005-150 under Section 34 of The Planning Act, Chap. P.13, R.S.O.1990, as amended. This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Any written submissions received in advance of the meeting will be included with Council's Agenda. Registered presenters will be provided with instructions as to how to join the meeting in advance. Only those individuals who wish to make a presentation need to register with the City Clerk.

MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, September 25, 2020 as part of City Council's Agenda. Please contact Peter Tonazzo at 705.759.2780 or p.tonazzo@cityssm.on.ca to request a digital copy. Please refer to the application file number.

WRITTEN SUBMISSION

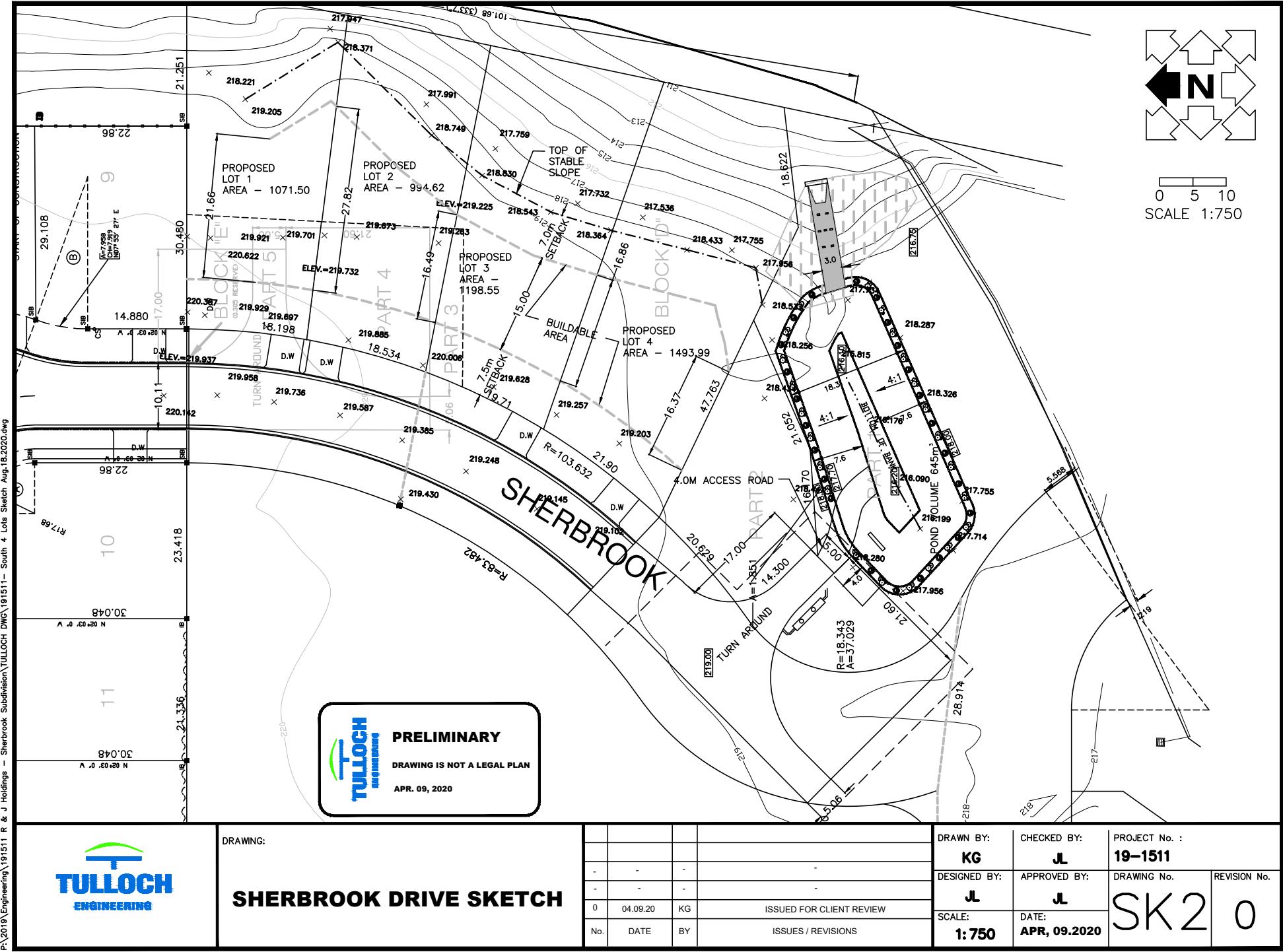
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Peter Tonazzo, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to p.tonazzo@cityssm.on.ca with your name, address and application file number on or before **Monday, September 28, 2020**.

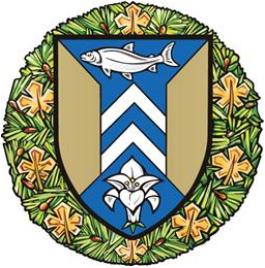
If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

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

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





The Corporation of the City of Sault Ste. Marie

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

September 28, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-11-20-Z 1102 Fourth Line West (Avery Construction c/o Amanda Williams)

PURPOSE

The applicant, Avery Construction, (c/o Amanda Williams), wishes to remove a 'Holding Provision' to facilitate the expansion of the Bar-X Pit and Quarry.

PROPOSED CHANGE

The applicant is seeking Council's approval under Section 36 of the Planning Act to remove the 'Holding Provision' to facilitate the expansion of the Bar-X Pit and Quarry. The property is currently zoned Rural Aggregate Extraction (REX) Rural Precambrian Uplands (RP) and Environmental Management (EM). The portions of the property zoned RP and EM will not be altered in any way. The REX zoning permits, among other things, pits and quarries, subject to the removal of a Holding Provision to ensure that proper safeguards are put in place to protect the groundwater aquifer.

Subject Property

- Location: Located approximately 159m (522') west of Fourth Line West and 246m (807') north of Allens Side Road, in the vicinity of where Fourth Line West terminates and Allens Side road begins.
- Approximate Size: 208m (682') by 1605m (5265') totalling 32.9ha (81acres).
- Present Use: Vacant
- Owner: Avery Construction

BACKGROUND

There have been no previous rezoning applications upon the subject property.

In 2005, Council passed a new comprehensive Zoning By-law (2005-150) and Official Plan Amendment 100 (2005-149). Among other things, these by-laws, placed a 'holding provision' on new or expanding pits and quarries.

The portion of the subject property that will be occupied by the pit is currently zoned Rural Aggregate Extraction (REX) which permits among other things, pits and quarries, subject to the removal of a holding provision. The holding provision is in place to ensure that the groundwater recharge area policies of the OP are adhered to. Therefore, the principle of development, that of a gravel pit, has already been established through the REX zoning. Any land use discussion about the appropriateness of the gravel pit at this location is beyond the scope of this application.

Gravel pits are under the jurisdiction of the Ministry of Natural Resources and Forestry (MNRF). The Bar-X-2 Pit will require an MNRF pit license prior to operating. The pit licensing requirements are rigorous and include neighbourhood consultation. The applicant has begun the process of applying for an MNRF pit license application.

ANALYSIS

Conformity with the Official Plan

The subject property is designated ‘Rural Area’ on Land use Schedule C and within the ‘Mineral Aggregate Area’ of Natural Resources Schedule A of the Official Plan. ‘Extractive uses’, such as aggregate pits and quarries are permitted in the Rural Area, subject to the removal of a holding provision.

More specifically, policy A.3 of the OP states:

New pits or quarries are permitted only after the removal of a ‘holding provision’ pursuant to the provisions of Section 36 of the Planning Act. The requirements for removal of this ‘holding provision’ are the same as those listed in Policy G1 in Section 4.1 of the Official Plan entitled ‘Groundwater Recharge Area’.

Aggregate resources are considered a Provincially Significant Resource. The sand and gravel extracted from local pits and quarries is necessary for the development of the urban area. Sault Ste. Marie’s aggregate resources closely correspond with the Groundwater Recharge Area. The porous sand and gravel deposits allow water to percolate down and recharge the aquifer that supplies roughly half of Sault Ste. Marie’s potable drinking water. A fuel or chemical spill could contaminate this critically important resource; therefore, in 2005, the City’s Official Plan was amended to include a number of policies aimed at mitigating the threat of a spill and potential contamination.

Below is a discussion of the groundwater recharge area policies in relation to the applicant’s proposal and supporting documentation. The groundwater recharge area policies are *italicised*.

A) Fuel Storage and Handling

- i) *In-ground fuel storage tanks are not permitted*
- ii) *The amount of fuel stored on site shall not exceed 2273 litres. The maximum amount of fuel stored for aggregate operations shall not exceed 5,000 litres.*
- iii) *Fuel storage is limited to fuel for vehicles operating on site only.*
- iv) *The fuel storage tank must be of double walled construction with an audible alarm system that annunciates failure of the inner or outer wall integrity. Double walled construction is not a substitute for spill containment.*
- v) *The tank and associated fuelling equipment must be installed on an impervious surface with sufficient containment to hold 110% of the total tank volume. The fuelling area must be designed to collect all runoff, separate the fuel from the water, and allow for proper disposal of the contaminants before the runoff enters the ground or surface water systems.*
- vi) *The tank must be situated so as to minimize it's exposure to moving equipment and vehicles. It must also incorporate collision protection features.*
- vii) *On-site fuelling equipment should be in a fixed location. Where the equipment to be fuelled is in a fixed location and cannot be moved the portable fuelling equipment shall provide a means to catch and contain any spillage that may occur during refuelling. The method of containment will be reviewed and approved by the Conservation Authority and the PUC Services Inc..*
- viii) *The area where the any portable fuel tank is stored must have an impervious ground surface or be within a building whose floor drain does not discharge to surface or a sewage system. The floor drain must be directed to a holding tank or pond that is designed to capture a spill. The holding area will have the capacity of 110% of the portable fuel storage tank.*

B) Chemical Storage and Handling

- i) *The bulk storage of chemicals, petroleum products, and other hazardous materials is prohibited.*
- ii) *The storage and handling of chemicals on site for the routine operations of the use must be closely monitored and controlled.*
- iii) *The storage and handling of chemicals needed for the day-to-day operations of the use are restricted to an indoor or covered area*

equipped with adequate spill and runoff containment structures, designed to prevent any loss of chemicals into the ground.

- iv) *All persons handling chemicals must be trained to ensure the substances are properly stored and handled*

C) *Vehicle Maintenance, Repair and Storage*

- i) *Vehicular maintenance and repair will be limited to only those vehicles owned or leased, and used in conjunction with the main use permitted on site. A public garage for the repair and maintenance of vehicles is prohibited.*
- ii) *Maintenance and repair of vehicles and equipment shall be conducted entirely within an enclosed building.*
- iii) *The building must be equipped with suitable floor drainage, collection, and retention systems to ensure that any spillage and runoff is prevented from entering the ground.*
- iv) *The floor of the building must be structurally sound and constructed of materials capable of preventing any loss of liquids to the underlying ground.*
- v) *Any portion of the property used to store vehicles or motorized equipment will be equipped with an impermeable surface layer to prevent the migration of contaminated runoff into the ground.*

According to the applicant and confirmed by the site plan, there will be no stationary equipment located within the expanded pit area. This eliminates the requirement to refuel and maintain such equipment on-site, which could lead to a potential spill. Furthermore, as stated in correspondence from Tulloch Engineering, dated May 6, 2020, there will be no fuel or chemical storage or handling upon the subject property. Furthermore, there will be no vehicle maintenance, repair and storage upon the subject property. According to the applicant, the existing Bar-X Pit has 3 double walled storage tanks that are located upon impermeable surfaces with catchment areas.

D) *Spill Response*

- i) *A “Spill Response Action Plan” must be established, and staff must be trained to carry out the plan. A copy of the plan shall be provided to Conservation Authority and PUC Services Inc. for their review and approval.*
- ii) *The spill response plan must be reviewed annually to ensure it is kept up-to-date.*

The applicant has also provided a prevention and spill response policy (attached) for Bar-X-2. Both the Sault Ste. Region Conservation Authority and PUC Services Inc. were circulated and have not noted any concerns.

E) Stormwater Management

- i) *On-site stormwater must be collected, stored and treated, and properly disposed of, in order to remove contaminants before the stormwater is allowed to enter into the ground or exit the property.*

From a stormwater management perspective, the interpretation of the OP policy is such that only stormwater that has the potential to be contaminated must be controlled for quality. It is not possible to collect and treat all of the stormwater that falls onto the pit floor, then percolates down through the porous gravel that is being extracted. With this in mind, where there is stationary equipment, fuel/chemical storage and handling, vehicle maintenance, repair and storage are the areas where contamination can occur and stormwater must be managed for quality. As previously noted, none of these activities will be occurring upon the subject property and will take place within the abutting Bar-X-1 pit to the west, in accordance with the existing MNRF pit license. On page 7 of the attached Stormwater Management Report, Tulloch Engineering recommends that the policies set in place for fuel storage and spill prevention are followed to ensure the quality of the groundwater recharge and surface runoff.

Conformity with the Provincial Policy Statement 2020 (PPS) and the Growth Plan for Northern Ontario 2011(GPNO)

Approval of this application to remove the holding provision does not conflict with the Provincial Policy Statement 2020 or the Growth Plan for Northern Ontario.

COMMENTS

As per the site plans attached, the proposed Bar-X-2 pit is an expansion of an existing pit on the abutting property to the west. The final floor elevation of the pit will be a minimum of 1.5m (5') above the water table. Access to the pit will be obtained through the existing Bar X-1 pit. The eastern portion of the subject property is zoned Environmental Management Zone (EM) and the northern portion of the site is zoned Rural Precambrian Uplands (RP). Staff has confirmed that these areas will not be altered in any way and are beyond the proposed pit area. As previously mentioned, the applicant is pursuing a new pit license through the Ministry of Natural Resources and Forestry (MNRF) which will include among other things, a public consultation process.

CONSULTATION

As per Section 36 of the Planning Act, public notice is not required for the removal of a holding provision and a comprehensive land use review is beyond the scope of this application. The intent of Section 36 is to ensure that specific technical matters, sourcewater protection in this case, are addressed prior to

development. It is also important to note that under Section 36, only the applicant has the right to appeal Council's decision.

Although not required, public notice (attached) was mailed to all neighbouring property owners within 120m (400') of the subject property on September 4, 2020. The notice was also advertised on the City's website and in the Sault Star on September 5, 2020. Up to the drafting of this report, no comments have been received.

Application Circulation

The following departments and agencies commented on this application as part of the consultation process:

- No comments or objections: Legal, Public Works, Community Development and Enterprise Services, Economic Development Corporation, PUC Services, Engineering Services, Fire Services, Municipal Heritage Committee, Public Works and Engineering Services, Accessibility Advisory Committee, Building Division.
- See attached comments from Sault Ste. Marie Conservation Authority

Comments from the Sault Ste. Marie Region Conservation Authority note that the subject property will require a permit from the SSMRCA prior to development or site alteration.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategy Directions contained within the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated 2020 09 28 concerning Rezoning Application A-11-20-Z be received and that under the provisions of Section 36 of the Planning Act, Council remove the holding provision upon the subject property.

Respectfully submitted,



Peter Tonazzo, RPP
Senior Planner

A-11-20-Z 1102 Fourth Line West (Avery Construction c/o Amanda Williams)

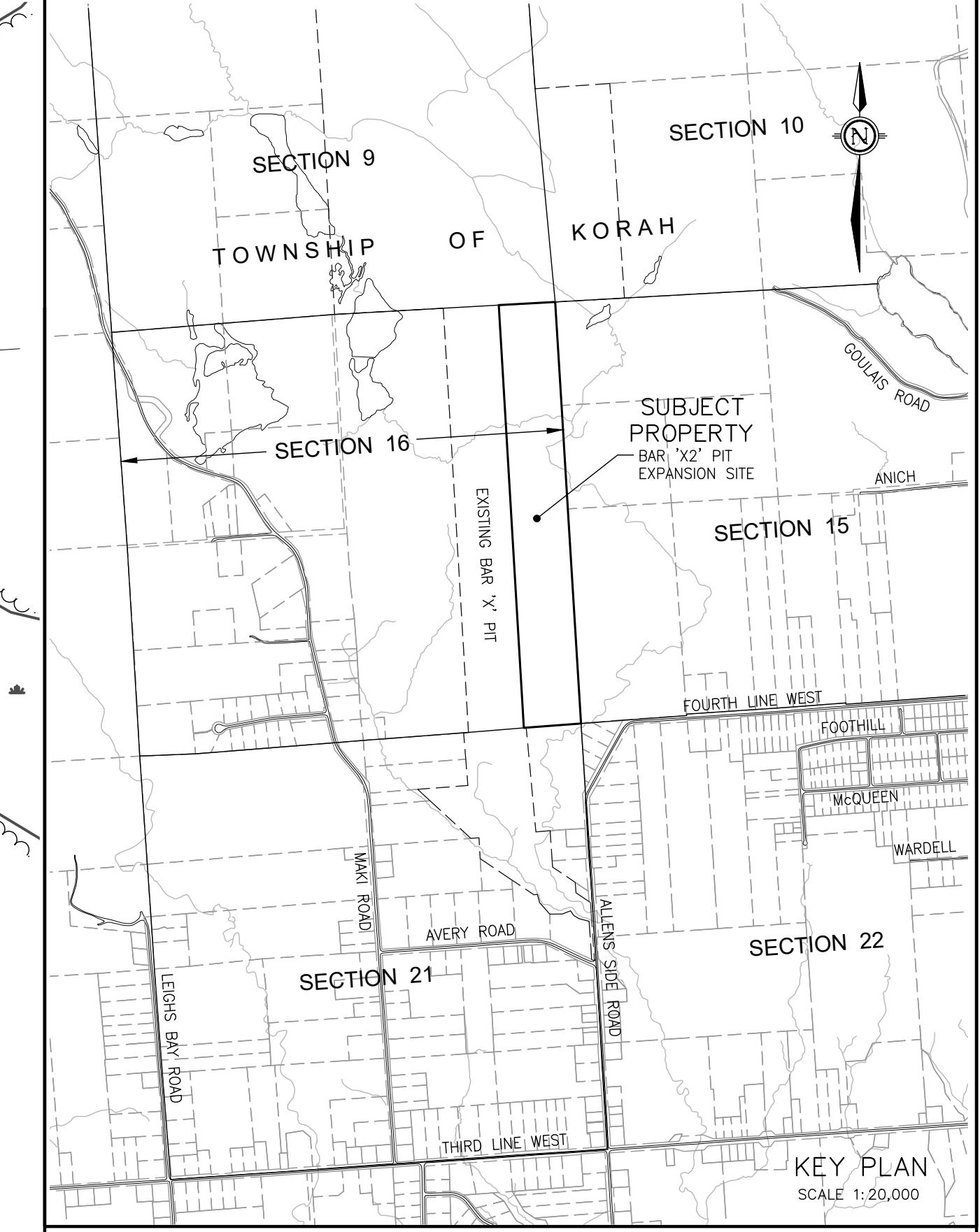
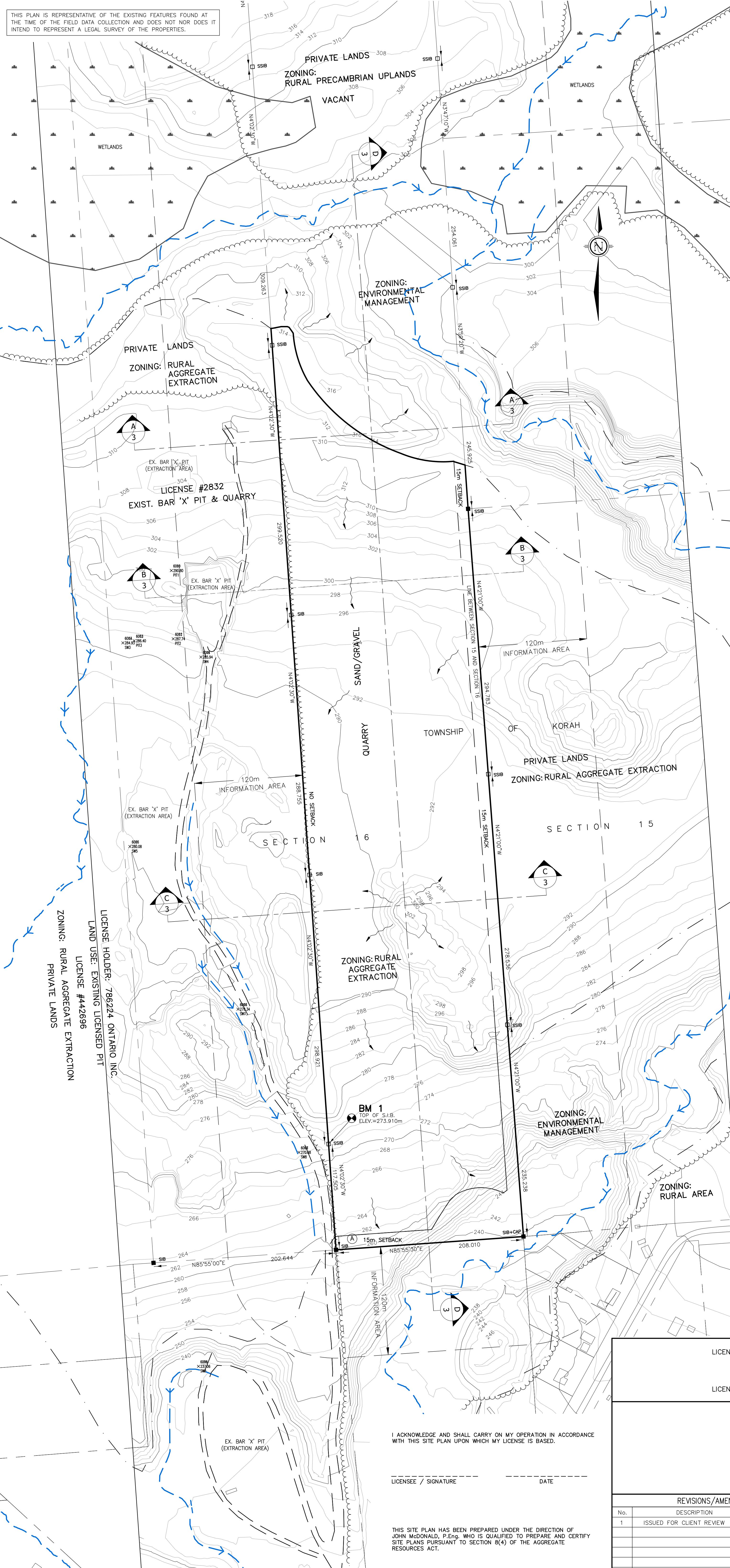
2020 09 28

Page 7.

705.759.2780

p.tonazzo@cityssm.on.ca

THIS PLAN IS REPRESENTATIVE OF THE EXISTING FEATURES FOUND AT THE TIME OF THE FIELD DATA COLLECTION AND DOES NOT NOR DOES IT INTEND TO REPRESENT A LEGAL SURVEY OF THE PROPERTIES.



METRIC

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

NOTES — EXISTING FEATURES

- 1.1 EACH DRAWING IS NUMBERED, SEE TITLE BLOCK DRAWINGS 1, 2, 3 AND 4 OF 4.
 - 1.2 KEY MAP – SHOWN ON SITE PLAN.
 - 1.3 GENERAL DESCRIPTION OF LOCATION – PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP OF KORAH, CITY OF SAULT STE. MARIE, DISTRICT OF ALGOMA.
 - 1.4 SCALE – 1:2000.
 - 1.5 LICENSEE – AVERY CONSTRUCTION LTD, 940 SECOND LINE W, SAULT STE. MARIE, ON, P6C 2L3.
 - 1.6 THIS SITE PLAN IS PREPARED UNDER THE AGGREGATE RESOURCES ACT FOR A CLASS A LICENSE, CATEGORIES 3 AND 4.
 - 1.7 A STAMP AND SIGNATURE OF A PROFESSIONAL ENGINEER WHOSE DIRECTION THIS PLAN WAS PREPARED AND CERTIFIED – SHOWN ON SITE PLAN.
 - 1.8 NORTH ARROW – SHOWN ON SITE PLAN.
 - 1.9 SECTION FOR RECORDING SITE PLAN AMENDMENTS – SHOWN ON SITE PLAN.
 - 1.10 THE FOLLOWING DOCUMENTS WERE USED IN PREPARATION OF THE SITE PLAN:
STAGE 1 ARCHAEOLOGICAL ASSESSMENT BY WOODLAND HERITAGE NORTHWEST, JULY 2018
NOISE IMPACT ANALYSIS BY VALCOUSTICS CANADA LTD., 2019
GROUNDWATER SUMMARY STATEMENT BY WATERS ENVIRONMENTAL GEOSCIENCES LTD., FEB 2019
BLAST IMPACT ASSESSMENT BY DST CONSULTING ENGINEERING INC. 2019
NATURAL ENVIRONMENT LEVEL 1 BY TULLOCH ENGINEERING INC.
NATURAL ENVIRONMENT LEVEL 2 BY TULLOCH ENGINEERING INC.
 - 1.11 LEGEND – SEE SITE PLAN.
 - 1.12 THE BOUNDARY OF THE AREA TO BE LICENSED IS SHOWN ON THE SITE PLAN INCLUDING THE DIMENSIONS AND BEARINGS. THE TOTAL PERMIT AREA IS 32.90 HA AND TOTAL EXTRACTION AREA IS 17.0 HA.
 - 1.13 DEMARCATON OF LOT & CONCESSION LINES – SHOWN ON SITE PLAN.
 - 1.14 EXISTING LAND USE & ZONING ON OR WITHIN 120m OF THE SITE – AS SHOWN ON SITE PLAN.
 - 1.15 TOPOGRAPHY – CONTOURS 2m INTERVAL.
 - 1.16 LOCATION & USE OF EXISTING BUILDINGS – THERE ARE NONE.
 - 1.17 EXISTING ENTRANCES – THE ENTRANCE/EXIT TO THE SITE IS FROM EXISTING BAR 'X' PIT AND IS LOCATED AT THE WEST LIMIT OF THE SITE.
 - 1.18 MAIN INTERNAL HAUL ROADS ON THE SITE – HAUL ROAD ON ABUTTING BAR 'X' PIT TO THE WEST OF THE SITE. THERE ARE NO HAUL ROADS CURRENTLY ON SITE.
 - 1.19 THE ELEVATION(S) OF THE ESTABLISHED GROUND WATER TABLE – AS SHOWN ON 4 OF 4 DRAWINGS.
 - 1.20 EXISTING SURFACE WATER & DRAINAGE – SHOWN ON SITE PLAN.
 - 1.21 LOCATION AND TYPE OF EXISTING FENCES – NONE.
 - 1.22 LOCATION OF EXISTING TREE COVER – SHOWN ON SITE PLAN.
 - 1.23 LOCATION OF EXISTING STOCKPILES OF TOPSOIL & OVERTBURDEN – THERE ARE NO EXISTING STOCKPILES OF OVERTBURDEN OR TOPSOIL ON THE SITE.
 - 1.24 LOCATION OF EXISTING STOCKPILES OF AGGREGATE – THERE ARE NO EXISTING STOCKPILES OF AGGREGATE ON THE SITE.
 - 1.25 EXISTING SCRAP LOCATION – NONE.
 - 1.26 EXISTING FUEL STORAGE ON SITE – THERE IS NO EXISTING FUEL STORAGE ON SITE.
 - 1.27 SIGNIFICANT NATURAL FEATURES ON OR WITHIN 120m – AS SHOWN.
 - 1.28 SIGNIFICANT MAN MADE FEATURES ON OR WITHIN 120m – AS SHOWN.
 - 1.29 EXISTING EXCAVATED AND RE-HABILITATED FACES – THERE ARE NO EXCAVATED FACES ON THE SITE. THERE ARE NO REHABILITATED FACES ON SITE. SEE ALSO ABUTTING AVERY BAR "X" PLANS, LICENSE NO. 2832.
 - 1.30 LOCATION OF EXISTING PROCESSING AREAS – NO EXISTING PROCESSING AREAS.
 - 1.31 LOCATION OF EXISTING BERMS – THERE ARE NO EXISTING BERMS ON THE SITE.
 - 1.32 LOCATION OF CROSS-SECTIONS – SHOWN ON SITE PLAN.

LEGEND

SIB	DENOTES STANDARD IRON BAR	<input type="checkbox"/>	DENOTES PLANTED SURVEY MONUMENTS
IB	DENOTES IRON BAR	<input checked="" type="checkbox"/>	DENOTES FOUND SURVEY MONUMENTS
—	DENOTES LICENSE BOUNDARY	— 260 —	DENOTES CONTOUR (INTERVAL = 2m)
↙ ↙	DENOTES WATER COURSE	☒	DENOTES GATE
-----	DENOTES TRAILS	DENOTES TREELINE / WOODED AREA
— —	DENOTES SETBACK LIMIT	↑ ↑	DENOTES SLOPE OF LAND (ESTIMATED)
• • •	DENOTES FENCE	~~~~~	DENOTES DIRECTION OF NATURAL DRAINAGE
— — —	DENOTES ROADWAY	◀	DENOTES DIRECTION OF OPERATION
● HP	DENOTES HYDRO POLE		
AN	—		

LICENSE AREA = 32.90 Ha

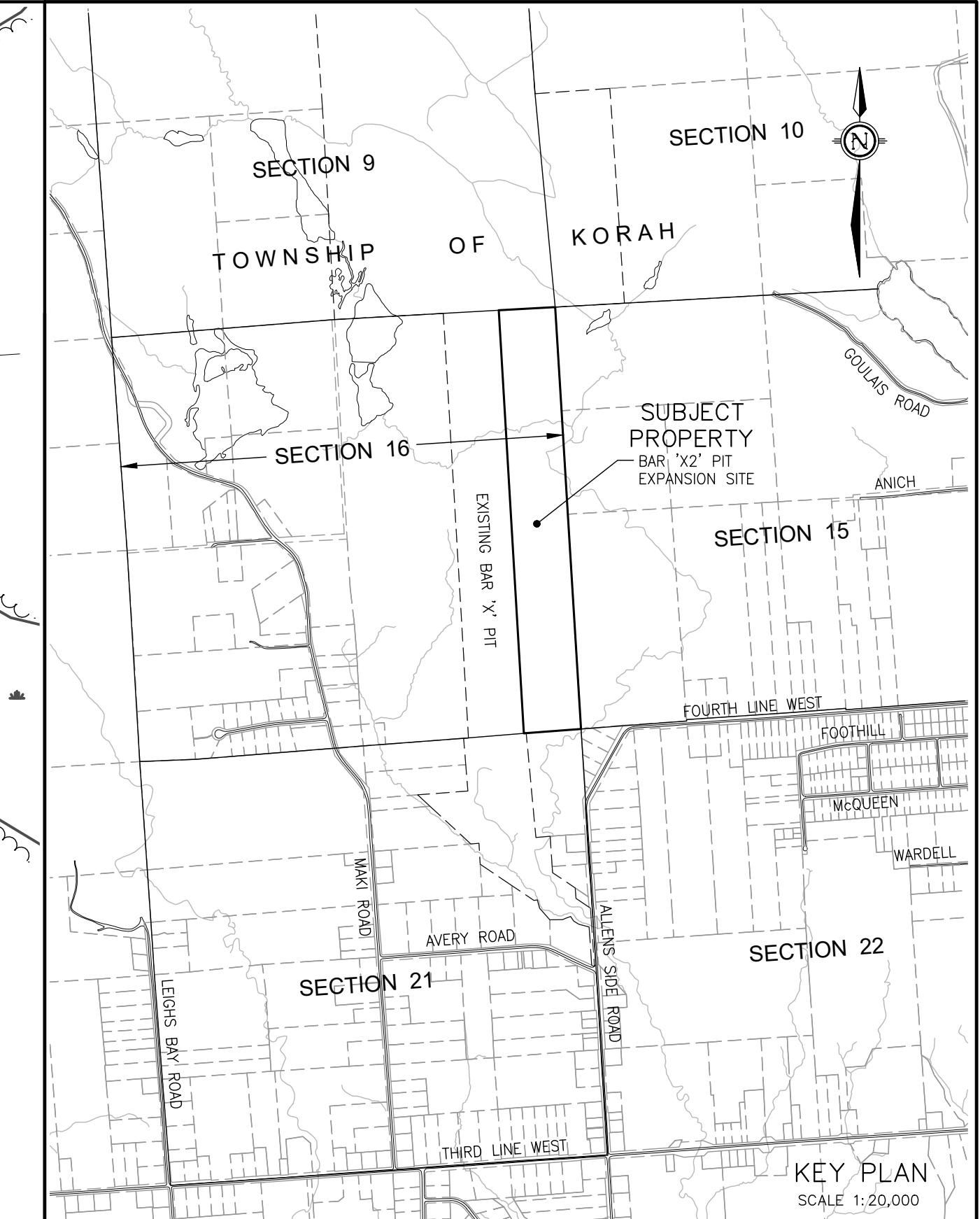
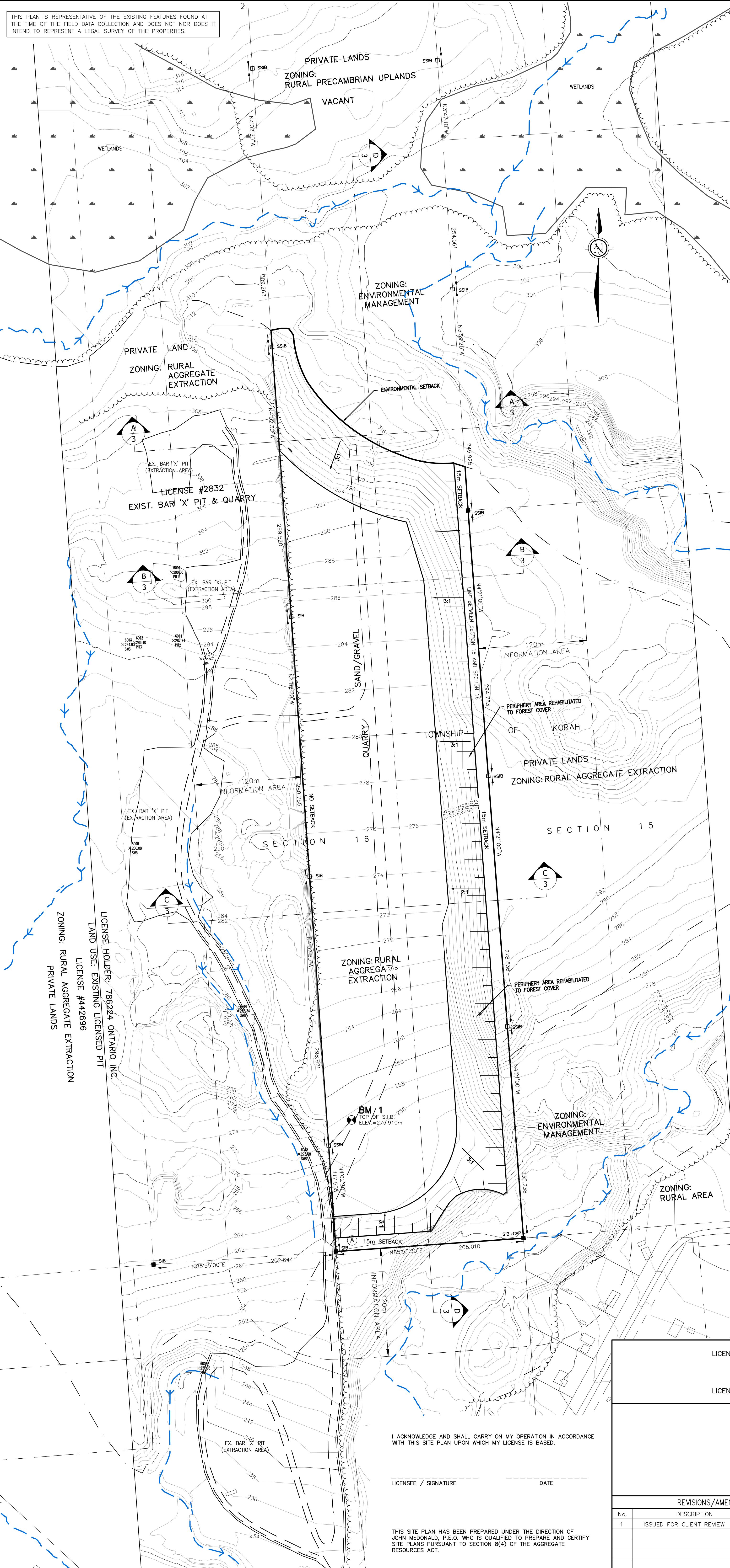
EXISTING FEATURES PLAN
OF CATEGORY 3 & 4
ASS "A" PIT AND QUARRY ("BAR-X2")
PART OF THE EAST 1/2 OF SECTION 16

ENTS			 <p>71 BLACK ROAD SAULT STE. MARIE, ON P6B 0A3</p>	
	DATE	APPROVED		
	09.06.17			
DRAWN BY:	KTN	DATE: 09/06/17	SCALE: 1 : 2000	REVISION: 0
CHECKED BY:	JVM	DATE: 09/06/17	FILE No: 17-1030	DRAWING: 1
APPROVED BY:		DATE:		

----- / -----
LICENSEE / SIGNATURE DATE

THIS SITE PLAN HAS BEEN PREPARED
BY JOHN McDONALD, P.Eng. WHO IS A
REGISTERED PROFESSIONAL ENGINEER
IN THE PROVINCE OF BRITISH COLUMBIA
IN ACCORDANCE WITH THE
SITE PLANS PURSUANT TO SECTION 17
OF THE LAND USE AND
RESOURCES ACT.

THIS PLAN IS REPRESENTATIVE OF THE EXISTING FEATURES FOUND AT THE TIME OF THE FIELD DATA COLLECTION AND DOES NOT NOR DOES IT INTEND TO REPRESENT A LEGAL SURVEY OF THE PROPERTIES.



METRIC

NOTES — REHABILITATION

1.3 PROGRESSIVE REHABILITATION

- 1.3.1 THE SEQUENCE AND DIRECTION OF PROGRESSIVE REHABILITATION IS AS FOLLOWS:
 - THE PERIPHERAL AREAS WILL BE REHABILITATED WITH INERT MATERIAL OR THE TOPSOIL/OVERBURDEN STRIPPED FROM THE AREA BEING EXTRACTED AS EXCAVATION ADVANCES INTO PHASE 1. THIS MATERIAL WILL BE SPREAD OVER THIS AREA TO PROMOTE VEGETATIVE GROWTH. THIS METHODOLOGY WILL CONTINUE FROM PHASE 1 INTO PHASE 2.
 - 1.3.2 INERT MATERIAL OR OVERBURDEN AND TOPSOIL WILL BE SPREAD OVER THE DEPLETED AREAS ON THE SIDE SLOPES AS TOP DRESSING AS EXTRACTION PROGRESSES. IF INERT MATERIAL IS USED IT SHALL BE COVERED WITH TOPSOIL PRIOR TO ESTABLISHING VEGITATION.
 - 1.3.3 THE LOCATION, DESIGN AND TYPE OF VEGETATION NATIVE GRASSES, LEGUMES, SHRUBS AND TREES WILL BE ESTABLISHED ON THE SITE DURING PROGRESSIVE REHABILITATION.
 - 1.3.4 THE SLOPES WILL BE ESTABLISHED AS EXCAVATION ADVANCES USING BOTH NATIVE AND IMPORTED INERT MATERIALS.
 - 1.3.5 PROGRESSIVE REHABILITATION WILL TAKE PLACE AS EXTRACTION PROGRESSES INTO BOTH PHASE 1 AND 2.
 - 1.3.6 CLEAN FILL MAY BE IMPORTED TO AIDE IN REHABILITATION. ALL IMPORTED MATERIAL WILL CONFORM TO MECP REQUIREMENTS FOR CLEAN FILL.

1.4 FINAL REHABILITATION

- 1.4.1 CLEAN FILL MAY BE IMPORTED TO AIDE IN REHABILITATION. ALL IMPORTED MATERIAL WILL CONFORM TO MECP REQUIREMENTS FOR CLEAN FILL.
 - 1.4.2 THE FINAL SLOPES WILL BE ESTABLISHED USING BOTH NATIVE AND IMPORTED MATERIALS.
 - 1.4.3 NATIVE GRASSES, LEGUMES, SHRUBS AND TREES WILL BE ESTABLISHED ON THE SITE DURING FINAL REHABILITATION THE SIDE SLOPES TO ENSURE VEGETATIVE GROWTH IS ESTABLISHED.
 - 1.4.4 THERE WILL BE NO BUILDINGS OR STRUCTURES TO REMAIN ON THE SITE.
 - 1.4.5 THERE WILL BE NO INTERNAL HAUL ROADS THAT WILL REMAIN ON THE SITE.
 - 1.4.6 FINAL SURFACE WATER SHOULD DRAIN FROM NORTH TO SOUTH.
 - 1.4.7 THE FINAL ELEVATIONS OF THE REHABILITATED AREAS OF THE SITE ARE ILLUSTRATED BY TWO METERS CONTOUR INTERVALS, EXPRESSED AS METRES ABOVE MEAN SEA LEVEL.
 - 1.4.8 THE CROSS-SECTIONS ARE SHOWN ON DRAWING 4 OF 4.

LEGEND

SIB	DENOTES STANDARD IRON BAR	<input type="checkbox"/>	DENOTES PLANTED SURVEY MONUMENTS
IB	DENOTES IRON BAR	<input checked="" type="checkbox"/>	DENOTES FOUND SURVEY MONUMENTS
—	DENOTES LICENSE BOUNDARY		DENOTES CONTOUR (INTERVAL = 2m)
←	DENOTES WATER COURSE		DENOTES GATE
-----	DENOTES TRAILS		DENOTES TREELINE / WOODED AREA
— —	DENOTES SETBACK LIMIT		DENOTES SLOPE OF LAND (ESTIMATED)
— · · —	DENOTES FENCE		DENOTES DIRECTION OF NATURAL DRAINAGE
— - - -	DENOTES ROADWAY		DENOTES DIRECTION OF OPERATION
● HP	DENOTES HYDRO POLE		DENOTES BERM
AN ←	DENOTES ANCHOR		DENOTES AGGREGATE STOCKPILE
			DENOTES FINAL SPOT ELEVATION

LICENSEE - AVERY CONSTRUCTION LTD
940 SECOND LINE W
SAULT STE. MARIE, ON
P6A 6L7

**REHABILITATION PLAN
OF CATEGORY 3 & 4**

ANTS

THIS SITE PLAN HAS BEEN PREPARED UNDER THE DIRECTION OF JOHN McDONALD, P.E.O. WHO IS QUALIFIED TO PREPARE AND CERTIFY SITE PLANS PURSUANT TO SECTION 8(4) OF THE AGGREGATE RESOURCES ACT.

RESOURCES ACT.

May 6, 2020
17-1030

The Corporation of the City of Sault Ste. Marie
Department of Planning
Level V – Civic Centre
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON
P6A 5N1

Attention: **Don McConnell**
Director, Planning and Enterprise Services

Re: **Holding Provision Removal Application**
Avery Bar-X2 Pit Expansion
Section 16, Township of Korah, City of Sault Ste. Marie, Ontario

Dear Sir:

As stated in the Sault Ste. Marie Zoning By-Law, Section 8.4.3.1; Open pit aggregate extraction is subject to the removal of a holding provision. The holding provision shall be removed after it is shown that the policies of the Official Plan relating to aggregate extraction will be met. The requirements for the removal of a holding provision are the same as those listed in Policy G1 in Section 4.1 of the Official Plan entitled Groundwater Recharge Area.

Please review the following sections detailing how the requirements will be met for the removal of the holding provision:

A) Fuel Storage and Handling

There will be no fuel storage or handling on site. This process will be completed on the existing adjacent Bar-X Pit site, in accordance with the licence provisions of the existing pit and quarry.

B) Chemical Storage and Handling

There will be no chemical storage or handling on the subject site.

C) Vehicle Maintenance, Repair and Storage

There will be no vehicle maintenance, repair or storage on the subject site.

D) Spill Response

Please refer to Attachment A – Avery Construction: Spill Prevention and Response Policy – Proposed Bar-X2.

E) Stormwater Management

Please refer to Attachment B – Stormwater Management Report – Avery Bar-X2 Pit Expansion

We trust that the information in this report will be found to be complete and adequate for your consideration. Should further elaboration be required for any portion of this application, please contact the undersigned.

Sincerely,
TULLOCH Engineering Inc

R Dagenais

Ryan Dagenais, E.I.T.
Engineering Intern

c.c. John McDonald, P.Eng.

Attachment A – Avery Construction Spill Prevention and Response Policy



Spill Prevention and Response Policy – Proposed Bar-x 2

Intent

The intent of this policy is to create guidelines for spill prevention and spill response. Chemical spills have the potential to cause negative health and environmental effects. As such, Avery Construction Ltd. is committed to the prevention of chemical spills in all of its operations. If a spill was to occur, Avery Construction Ltd. will ensure that the proper response is taken to mitigate any associated risks as well as follow all legislative measures.

Guidelines

Prevention

Responsibilities

Avery Construction Ltd. will:

- Assess the workplace for any possible hazards associated with spills
- Take all precautions to eliminate or control all identified hazards
- Involve workers in the hazard assessment and control process
- Educate workers on the hazards and the methods of elimination or control

Workers will:

- Take all necessary precautions to protect the health and safety of themselves and other workers
- Participate in all prescribed training
- Report any hazards

Storage and Handling

- Avery Construction Ltd. will ensure that all substances are stored in safe locations in compliance with all legislation and manufacturer's specifications
- Avery Construction Ltd. will ensure that all substances are handled appropriately according to health and safety guidelines and safe work practices

Kits and Personal Protective Equipment

- Spill response materials or spill kits will be readily available for any anticipated spills
- A proper spill kit will contain the appropriate supplies, including personal protective equipment for materials that may be spilled
- Supplies will be easily accessible when required, and will take into account both the type and quantity of materials
- The contents of spill response kits shall be periodically inspected, at minimum annually, to ensure the adequacy of spill response supplies



Training

- Employees are provided with training on spill prevention and response procedures
- Employees will be instructed on the proper response procedures for spilled materials
- The training will include materials available for use, proper waste disposal, and communication procedures

SDS

- SDSs will be kept at the scale shack
- SDSs will have specific information on "Preventive Measures" which will outline the specific procedures to be followed if the product is spilled
- Employees will be trained on how to read and where to find SDSs
- Employees must be trained to read supplier labels on containers of hazardous materials
- Additional training will also be provided when any new product is introduced into the workplace

Assessments shall be required once a spill has occurred to assist in the determination of the following:

- What components make up the spill?
- How dangerous is the spill?
- How far has the spill travelled?
- What damage has been or may be caused by the spill?
- What corrective action is required to alleviate damage caused by the spill?
- Is there any environmental damage?

Reporting

Avery Construction Ltd. will immediately report to the Ministry of the Environment and Climate Change's Spills Action Centre and the municipality any spills caused by the company, or caused when the company had control of the substance immediately prior to the spill occurring and if the spill could:

- Cause harm or material discomfort to a person
- Damage property or cause injury to animal life
- Impair the quality of the natural environment (air, water or land)
- Cause negative health effects
- Create a safety risk
- Render the environment unfit for use
- Create a loss of enjoyment of the normal use of the property
- Cause a disruption with the normal conduct of business

Reports to the Ministry of Environment and Climate Change's [Spills Action Centre](#) can be made by calling:

- 1-800-268-6060 (toll-free, province-wide, 24/7)
- 1-855-889-5775 (TTY)



Information Required when Reporting

- When reporting a spill to the Ministry of Environment and Climate Change's Spills Action Centre, Avery Construction Ltd. will ensure the following information is provided in compliance with [Ontario Regulation 675/98](#):
- The full Avery Construction Ltd.
- Phone number (Insert Phone Number)
- The time and specific location of the spill
- The type and quantity of the spilled material
- The cause of the spill
- All adverse effects that are or could be happening
- Any conditions that may aggravate or mitigate the effects such as weather conditions and proximity to water sources
- What actions are currently being taken to control the spill and the general status of the spill

Non-Compliance

Avery Construction Ltd. understands that if we are responsible for a spill and cannot respond to properly clean up the spill, the Minister has the authority under the *Environmental Protection Act* to order those responsible to clean it up. As well, failing to do so could result in the ministry undertaking the cleanup and recovering from the company the costs.

Transportation of Dangerous Goods

In the event of a spill or leak during the transportation of dangerous goods (as outlined by [Transport Canada](#)), the following guidelines must be met:

- Move your vehicle to a safe location
- Evacuate to a safe distance, get upwind and call 911, or the local fire and police departments
- Keep people away and upwind and isolate the area
- Do not attempt to clean up or stop a spill unless you are trained to safely do so and have the appropriate personal protective equipment (or PPE)
- If you have a reportable quantity, contact the required authorities
- Follow the Emergency Response Assistance Plan, if one applies
- For dangerous goods emergencies, call CANUTEC at 613-996-6666 or *666 on a cellular phone

Attachment B – Stormwater Management Report

STORMWATER MANAGEMENT REPORT

AVERY BAR-X2 PIT AND QUARRY EXPANSION

INTRODUCTION

General

TULLOCH Engineering Inc. (TULLOCH) was retained by Avery Construction (The Client) to prepare an Aggregate Resource Licence Submission, which includes the requirement for a Stormwater Management Report in support of Avery Bar-X2 Pit Expansion located at the east portion of Section 16 of The Township of Korah, City of Sault Ste. Marie, Ontario. The location of the property is shown below in **Figure 1.1**.

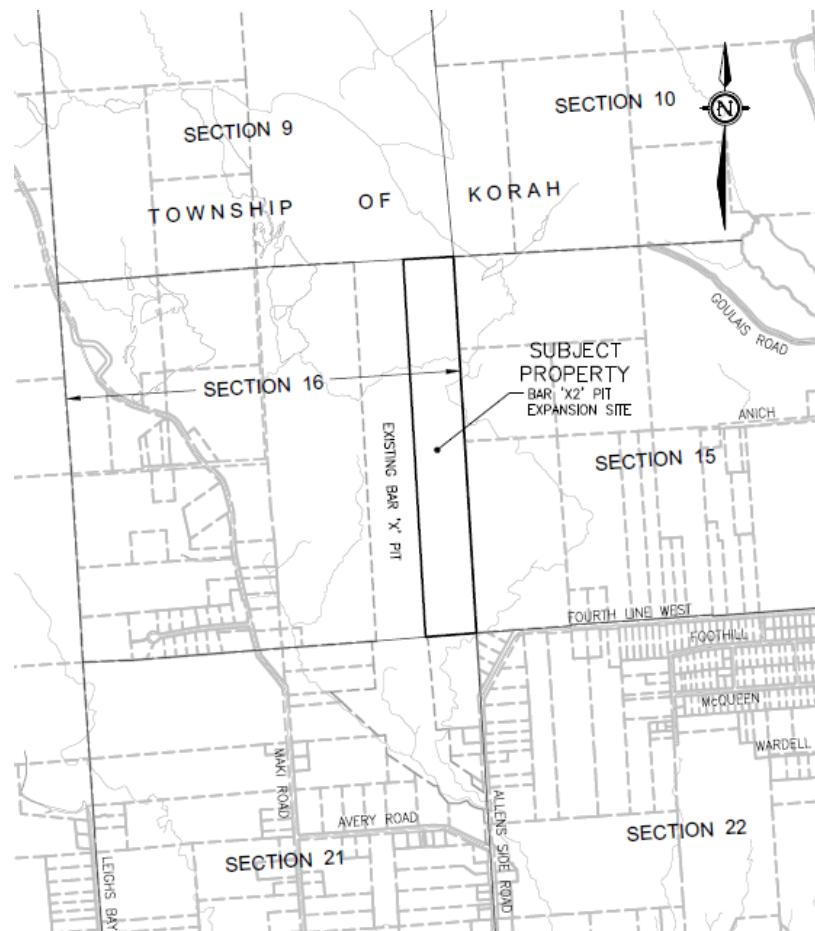


Figure 1.1 – Location Plan

At present, the site is undeveloped and is currently zoned Rural Aggregate Extraction Zone (REX) in accordance with City of Sault Ste. Marie by-law 2005-150. Adjacent properties are zoned Rural Aggregate Extraction Zone (REX) and Environmental Management Zone (EM).

This report focuses primarily on surface water, its runoff quality and impacts to downstream receivers. A Hydrogeology Study prepared by Waters Environment Geosciences, outlines potential subsurface impacts of the proposed pit and quarry. This report is available under separate cover.

METHODOLOGY

Peak Runoff calculations presented in this report are derived using the Rational Method, given as:

$$Q = 2.78CIA \text{ (L/s)}$$

Where C = Runoff coefficient
 I = Rainfall intensity in mm/hr (MTO IDF Curve Lookup)
 A = Drainage area in hectares

The overland travel time of concentration for each of the drainage areas was derived using the Airport Formula when the runoff coefficient was less than 0.40:

$$T_c = \left(\frac{3.26(1.1 - c)L^{0.5}}{S_w^{0.33}} \right) \text{ (min)}$$

Where: C= Balanced Runoff Coefficient
 L= Length of Overland Sheet Flow (m)
 Sw = Average Slope of Watershed (%)

Rainfall intensities were derived from the MTO IDF Lookup Curve for the City of Sault Ste Marie, Ontario. Approximate peak flow rates were estimated for the 5 to 100-year return periods. IDF curves used for the analysis were obtained from the Ontario Ministry of Transportation through their online IDF Look-up available for reference here;

http://www.mto.gov.on.ca/IDF_Curves/terms.shtml, Specifics are as follows, (**Table 1.1** and **Table 1.2**);

Table 1.1: Rainfall intensity (mm hr⁻¹)

Duration/ Return Period	5-min	10-min	15-min	30-min	1-hr	2-hr	6-hr	12-hr	24-hr
<u>2-yr</u>	121.6	74.9	56.4	34.7	21.4	13.2	6.1	3.8	2.3
<u>5-yr</u>	162.4	100.1	75.4	46.4	28.6	17.6	8.2	5.0	3.1
<u>10-yr</u>	189.7	116.9	88.0	54.2	33.4	20.6	9.5	5.9	3.6
<u>25-yr</u>	223.2	137.5	103.6	63.8	39.3	24.2	11.2	6.9	4.3
<u>50-yr</u>	248.2	152.9	115.2	70.9	43.7	26.9	12.5	7.7	4.7
<u>100-yr</u>	273.2	168.3	126.8	78.1	48.1	29.6	13.7	8.5	5.2

Table 1.2: Rainfall depth (mm)

Duration/ Return Period	5-min	10-min	15-min	30-min	1-hr	2-hr	6-hr	12-hr	24-hr
<u>2-yr</u>	10.1	12.5	14.1	17.4	21.4	26.4	36.7	45.2	55.7
<u>5-yr</u>	13.5	16.7	18.8	23.2	28.6	35.2	49.0	60.4	74.4
<u>10-yr</u>	15.8	19.5	22.0	27.1	33.4	41.1	57.3	70.6	86.9
<u>25-yr</u>	18.6	22.9	25.9	31.9	39.3	48.4	67.4	83.0	102.3
<u>50-yr</u>	20.7	25.5	28.8	35.5	43.7	53.8	74.9	92.3	113.7
<u>100-yr</u>	22.8	28.0	31.7	39.0	48.1	59.3	82.5	101.6	125.2

STORMWATER MANAGEMENT

Pre-Development Conditions

The area of the existing site (Licence area) is approximately 32.90 hectares, of which 17.0 hectares are extractable. Presently the site consists of mostly forested area with some gravel and minimal grass. The stormwater runoff flows naturally overland generally from north to south over pervious to ground conditions. Given that the site is currently undisturbed, there are no stormwater quantity or quality controls in place.

Based on available topographic mapping (Energy Mines and Resources Canada, 1995), the site is situated on an elevated highland area flanked by surface water streams related to the West Davignon Creek drainage system. Surficial drainage is directed south and ultimately discharges

into the St. Mary's River. The existing site is considered as one catchment area for the purpose of this report.

A review of runoff conditions employing the Rational Method suggests the peak flow rates for the catchment area was based on a total contributing area of 32.9 ha, an overland flow route of 1008 m, an average watershed slope of 7.33% and a runoff coefficient of 0.11 resulting in a time of concentration of 53.1 min based on the Airport Formula.

Table 1.3: Pre-Development Runoff Flows

Return Period	Peak Pre-Development Flow
2 year	246 L/sec
5 year	329 L/sec
10 year	384 L/sec
25 year	452 L/sec
50 year	503 L/sec
100 year	553 L/sec

During Operation

Unlike a residential land development project, a pit and quarry operation is a dynamic land use practice, for which the conditions will be ever changing. As a worst-case scenario, a stormwater review has been completed assuming the site operator has removed all vegetation from the site but not yet begun to excavate below the surface. This condition would result in the highest peak flow rates leaving the site and require on-site restriction to contain the site's peak flow rates and limit them to pre-development levels so as not to flood downstream infrastructure.

A review of runoff conditions employing the Rational Method suggests the peak flow rates for the catchment area was based on a total contributing area of 32.9 ha, an overland flow route of 1008 m, an average watershed slope of 4.76% and a runoff coefficient of 0.18 resulting in a time of concentration of 56.9 min based on the Airport Formula.

Table 1.3: Operational Runoff Flows

Return Period	Peak During Operation Flow
2 year	229 L/sec
5 year	306 L/sec
10 year	358 L/sec
25 year	421 L/sec
50 year	468 L/sec
100 year	515 L/sec

Assuming all vegetation has been stripped, the site will need to be restricted to pre-development levels or lower to ensure that downstream infrastructure is not negatively impacted. However, operational runoff flows do not exceed pre-development runoff flows due to the site grading and a longer time of concentration. Refer to Quantity and Quality Control section.

Post-Development

For the purposes of this report, post-development conditions have been considered as the rehabilitated conditions. The rehabilitated site will promote the infiltration of surface water to recharge the groundwater with little to no surface ponding. The sand and gravel strata found on site can be described as a porous material, which promotes the infiltration of surface water and act as a filtration system before recharging into the groundwater table. Given that there will be sufficient storage once rehabilitated, the post-development conditions are not expected to cause any downstream flooding to existing infrastructure.

The rehabilitated site is anticipated to be over 15m deep. Given the height of the surrounding berm and the adjacent lands and the large surface area of the site this would offer significant amounts of storage to accommodate the fluctuation in the water levels due to rainfall events. Water level changes will result from infiltration or evaporation and from fluctuations in the groundwater table elevation. However, if necessary, the installation of a culvert on the south end of the property to outlet into the existing creek could be utilized to convey runoff flows.

QUANTITY AND QUALITY CONTROL

As part of the pit and quarry operation and rehabilitation plan, an earth obstruction that will promote infiltration and retentive grading are proposed on the property. The earth obstruction is proposed to be situated along the southern and eastern property limits, which will prevent the contributing catchment from natural drainage off-site per pre-development conditions.

The earth obstruction is to be constructed along the contours and will serve to collect and retain stormwater runoff, allowing it to infiltrate through the soil mantle and recharge the groundwater. The final floor elevation of the Pit will be a minimum of 1.5 m above groundwater elevation, therefore promoting groundwater recharge. Depressed areas adjacent to the earth obstruction should be level so that concentrated flow paths are not encouraged. The earth obstruction may have a variety of vegetative covers, but meadow vegetation, shrubs and/or trees are recommended in order to reduce maintenance. earth obstruction side slopes should not exceed a 4:1 ratio.

Retentive/Reduced slope grading should be employed in portions of site where infiltration has been deemed to be possible and where site uses are compatible. Ideally, such retentive grading will serve to create subtle “saucers,” which contain and infiltrate stormwater flows. The “lip” of such saucers effectively functions as a very subtle berm, which can be vertically impervious when vegetated and integrated into the overall landscape.

In the case that not all surface water is not infiltrated, to allow for runoff to leave the site, it is proposed that the site be graded to the direction of the existing watercourse by the means of a culvert located off the southwest corner of the site on the existing Avery Bar-X Pit and Quarry.

The proposed pit and quarry will follow the policies set out by the Aggregate Resources Act, which include no proposed fuel storage areas on site and an emergency spill prevention and response policy. These policies will ensure that the quality of the groundwater recharge is satisfactory.

CONCLUSIONS

To mitigate the quantity and quality control of the stormwater runoff, TULLOCH recommends that retentive grading and earth obstruction should be utilized to promote the infiltration of surface water. If necessary, TULLOCH recommends the installation of a culvert on the south of the

property to provide an outlet for surface water into the exiting creek. TULLOCH also recommends that the policies set in place for fuel storage and spill prevention are followed to ensure the quality of the groundwater recharge and surface runoff. Provided reduced grading controls are implemented, storm water can be adequately infiltrated thereby reducing post development peak flows to predevelopment rates.

REPORT LIMITATIONS AND GUIDELINES FOR USE

We have prepared this report for the exclusive use of Avery construction and their authorized agents for the proposed Bar-X2 Expansion Pit and Quarry. The report is only applicable to the project described herein. Any changes to the project require a review by TULLOCH Engineering to ensure compatibility with the stormwater management system as described in this report.

CLOSURE

Given the above analysis, we do not anticipate any negative impacts to downstream infrastructure as a result of the operations.

We trust that the information and recommendations in this report will be found to be complete and adequate for your consideration. Should further elaboration be required for any portion of this project, we would be pleased to provide assistance.

From: Marlene McKinnon
To: [Stephanie Perri](#)
Subject: SSMRCA Response - A-11-20-Z - 1102 Fourth Line EXT W
Date: Friday, September 4, 2020 2:04:06 PM
Importance: High

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

September 4, 2020

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-11-20-Z

**Avery Construction
1102 Fourth Line EXT W
Sault Ste. Marie**

The subject property (1102 Fourth Line West) is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

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

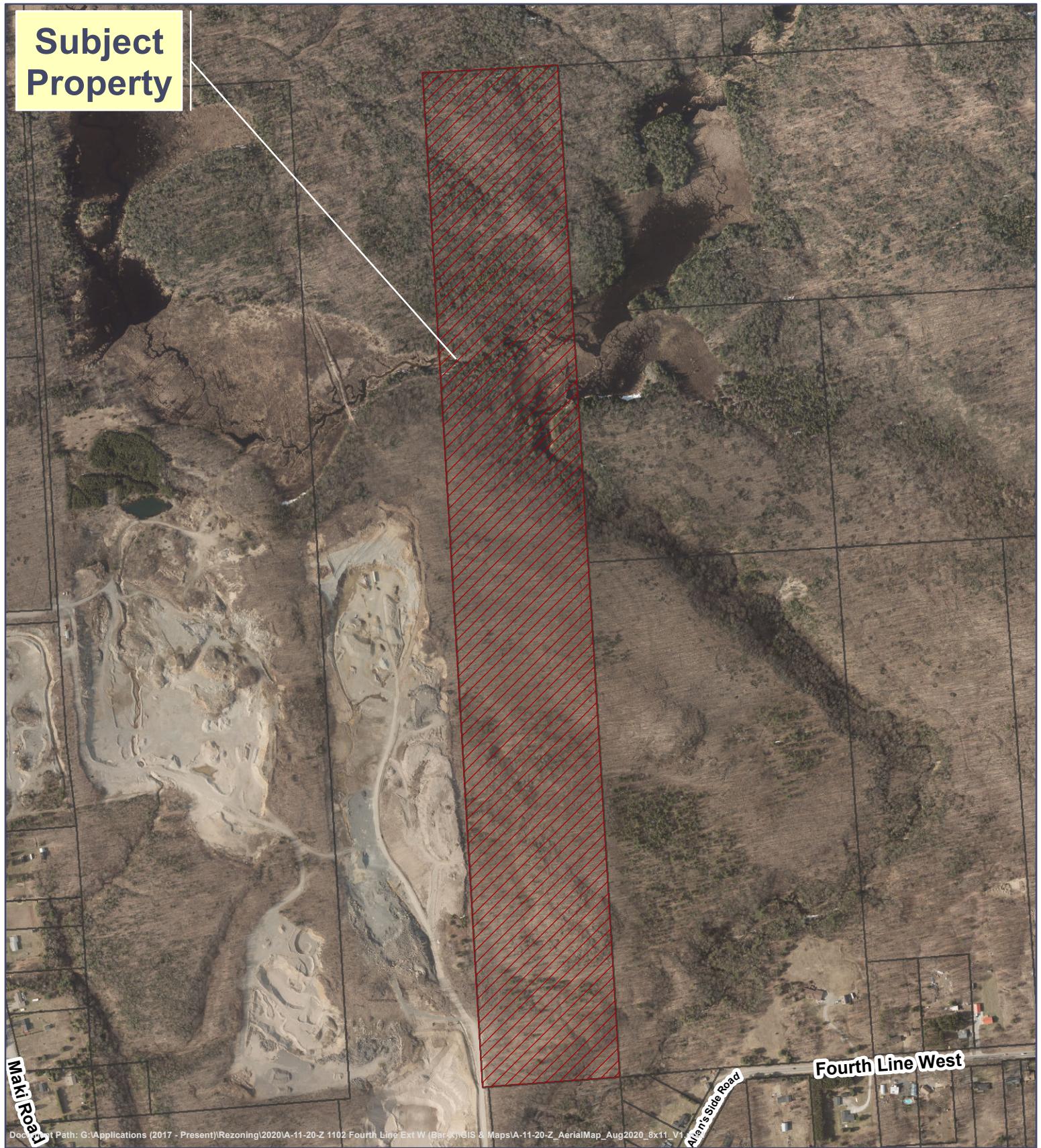
SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics

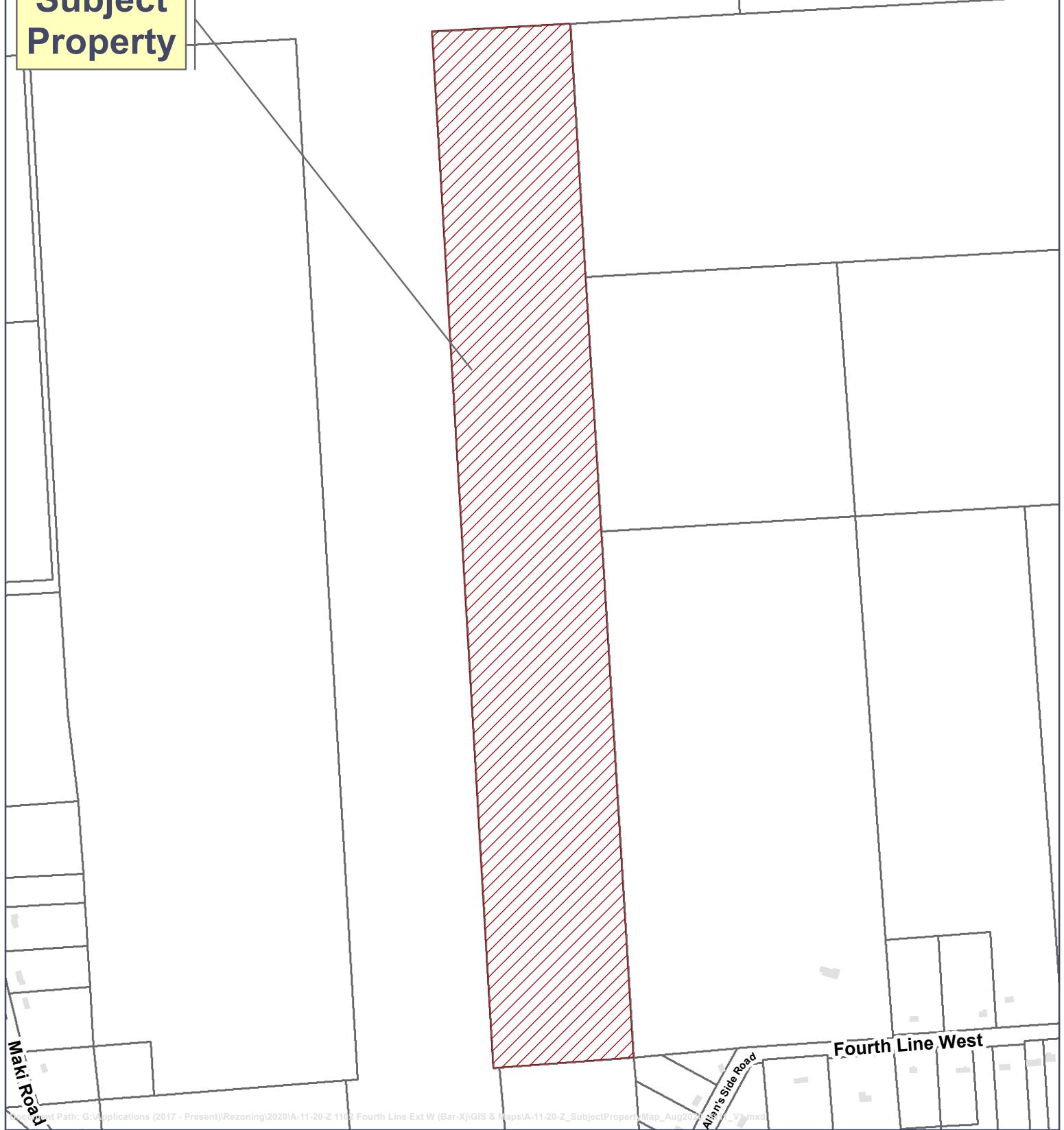
Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-11-20-Z 1102 Fourth Line Ext W (Bar+X)\GIS & Maps\A-11-20-Z_AerialMap_Aug2020_8x11_V1.tif

Application Map Series	Legal Department Reference	SAULT STE. MARIE Planning and Enterprise Services
<input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		 SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca
Property Information	Legend	This map is for general reference only Orthophoto: 2016 20cm Colour Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983
Civic Address: 1102 Fourth Line West ext. Roll No.: 06005031100000 Map No.: 508 Application No.: A-11-20-Z Date Created: August 31, 2020	 Subject Property: 1102 Fourth L W ext.  Parcel Fabric	0 25 50 100 Meters 1:8,000
	Page 260 of 399	

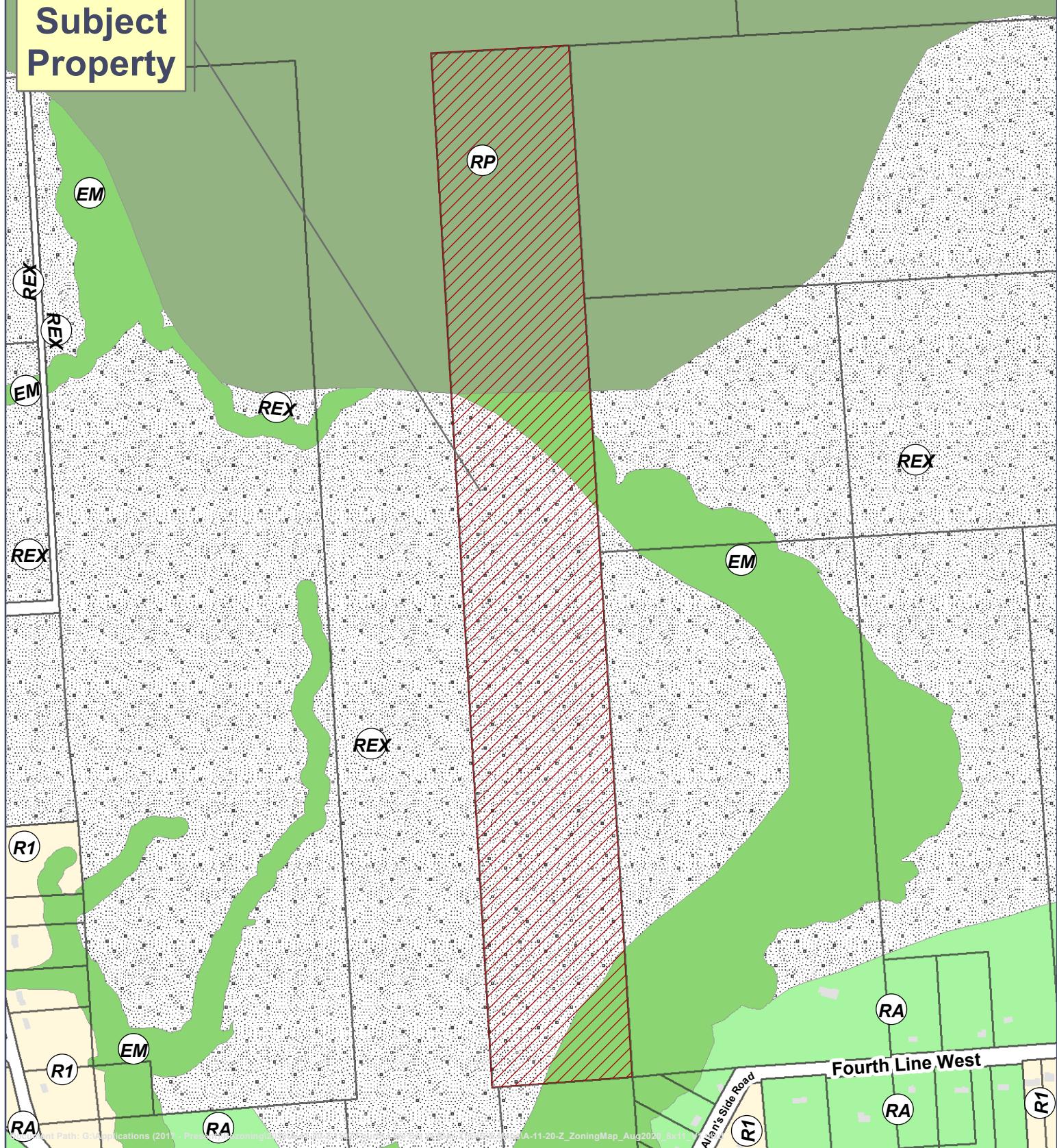
Subject Property



File Path: G:\Applications (2017 - Present)\Rezoning\2020\A-11-20-Z 1102 Fourth Line Ext W (Bar-X)\GIS & Maps\A-11-20-Z_SubjectPropertyMap_Aug2020.mxd

Application Map Series	Legal Department Reference	 SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca
<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		
Property Information Civic Address: 1102 Fourth Line West ext. Roll No.: 06005031100000 Map No.: 508 Application No.: A-11-20-Z Date Created: August 31, 2020	Legend  Subject Property: 1102 Fourth L W ext.  Parcel Fabric	This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983
Page 261 of 399		

Subject Property



Application Map Series
<input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse
<input checked="" type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image
<input type="checkbox"/> Official Plan Amendment

Property Information

Civic Address: 1102 Fourth Line West ext.
 Roll No.: 06005031100000
 Map No.: 508
 Application No.: A-11-20-Z
 Date Created: August 31, 2020

Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
C3 - Riverfront Zone; C3hp	R5 - High Density Residential Zone
C4 - General Commercial Zone; C4hp	I - Institutional Zone
C5 - Shopping Centre Zone	EM - Environmental Management Zone
H2 - Highway Zone	RA - Rural Area Zone
M1 - Light Industrial Zone	RP - Rural Precambrian Uplands Zone
M2 - Medium Industrial Zone; M2hp	RPE - Rural Aggregate Extraction Zone
M3 - Heavy Industrial Zone	AIR - Airport Zone
R1 - Estate Residential Zone	Named Use - Commercial Dock
R2 - Single Detached Residential Zone; R2hp	Parcel Factor

City of Sault Ste. Marie
Civic Centre, Council Chambers
99 Foster Drive
Sault Ste. Marie, ON. P6A 5X6

September 24, 2020

Attn: The Council of the Corporation of the City of Sault Ste. Marie,
Re: Application No.: A-11-20-Z

We are the homeowners of 1265 and 1273 Allen's Side Road – the properties abutting the “subject property” referred to in the Notice of Application letter re: No A-11-20-Z. We are writing to express our grave concerns with the proposed changes to the “subject property” known as 1102 Fourth Line West; specifically, we are vehemently opposed to the proposed removal of the “Holding Provision”.

We were notified of the Avery Construction proposal via letter received on September 10th, 2020, less than three weeks in advance of the City Council meeting during which the developer will be seeking approval to proceed. At that time, and for the last couple of weeks, we were preoccupied with the critical health situation of homeowner Mr. Henry Donofrio, of 1265 Allen's Side Road. Mr. Donofrio is also the brother-in-law of homeowner Mr. David Schwartz, of 1273 Allen's Side Road. Sadly, Mr. Donofrio passed away on September 15, 2020. While tending to this dreadful family situation, both families were burdened with the shocking news of the proposed Holding Provision removal, leaving insufficient time to adequately comprehend the proposal and its impacts to our properties. The potentially adverse impacts of such a development include compromised water flow, compromised water quality and sound and/or vibration through the ground which can damage home foundation and/or structure. As senior citizens, this is an unreasonable situation to navigate.

Our properties located at 1265 and 1273 Allen's Side Road have been occupied for 53 and 40 years, respectively, with no interruption to the water supply. We are very concerned that this new amendment might pose a financial hardship on our families should the water supply be compromised in any way. Additionally, we are concerned that a new well might have to be drilled on each individual property. The cost of drilling a new well in this area ranges from \$25,000 to \$40,000. We are neither willing nor able to proceed with such an investment.

We are seeking assurance that the quantity and quality of our water supply, along with the foundations/structures of our homes, will not be compromised in any way. We are also requesting assurance that in the event the water supply is either reduced or contaminated from the new expansion being proposed, there will be compensation in the form of a newly drilled well on each individual landowner's properties at 1265 and 1273 Allen's Side Road provided by Avery Construction.

This letter constitutes our formal opposition and expresses our concerns to the City of SSM for application No. A-11-20-Z. We eagerly await the City of SSM's decision. We will plan our next move based on the decision that is made on September 28th, 2020.

Sincerely,

Donna Donofrio of 1265 Allen's Side Road & David Schwartz of 1273 Allen's Side Road

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-176

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 25 Donna Drive and 468 Second Line West. (1890714 Ontario Inc. c/o Steve Ficociello).

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. **25 DONNA DRIVE AND 468 SECOND LINE WEST; LOCATED APPROXIMATELY 112M WEST OF THE INTERSECTION OF SECOND LINE WEST AND PRENTICE AVENUE; CHANGE FROM R2 AND (PR) TO R3.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 79/1-89 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone and PR (Parks and Recreation) zone to R3.S (Low Density Residential) 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(399) and heading as follows:

"2(399) 25 Donna Drive and 468 Second Line West

Despite the provisions of By-law 2005-150, the zone designation on the lands located approximately 112m west of the intersection of Second Line West and Prentice Avenue and having civic no. 25 Donna Drive and 468 Second Line West and outlined and marked "Subject Property" on the map attached as Schedule 399 hereto is changed from Single Detached Residential Zone (R2) and Parks and Recreation Zone (PR) to Low Density Residential Zone (R3.S) with a special exception to reduce the rear yard (Second Line) setback requirement from 10m to 7.5m."

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.

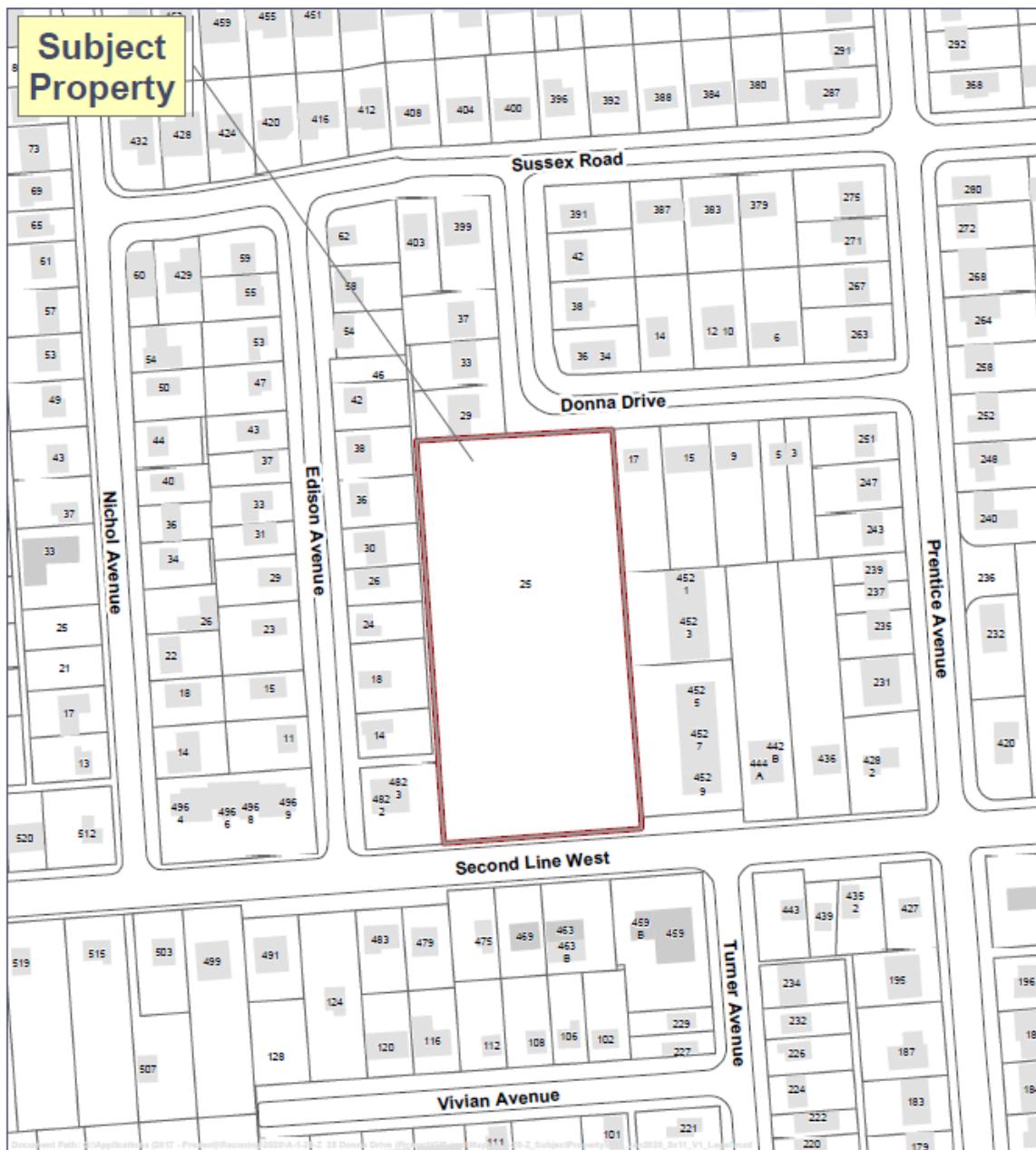
PASSED in Open Council this 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

I:\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2020\2020-176(Z) 2020-177(DC) 25 Donna Drive and 468 Second Line W\2020-176(Z) 25 Donna Drive and 468 Second Line W.docx

SCHEDULE "A" TO BY-LAW 2020-176 AND SCHEDULE 399 TO BY-LAW 2005-151



Application Map Series	Legal Department Reference
<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	Schedule "A"
Property Information	Legend
Civic Address: 25 Donna Drive Roll No.: 060012001000000 Map No.: 79/1-89 Application No.: A-1-20-Z Date Created: January 20, 2020	 Subject Property - 25 Donna Drive  Parcel Fabric

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-177

DEVELOPMENT CONTROL: A by-law to designate the lands located at 25 Donna Drive and 468 Second Line West an area of site plan control (1890714 Ontario Inc. c/o Steve Ficociello)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. DEVELOPMENT CONTROL AREA

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. SITE PLAN POWERS DELEGATED

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. SCHEDULE "A"

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

4. PENALTY

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. EFFECTIVE DATE

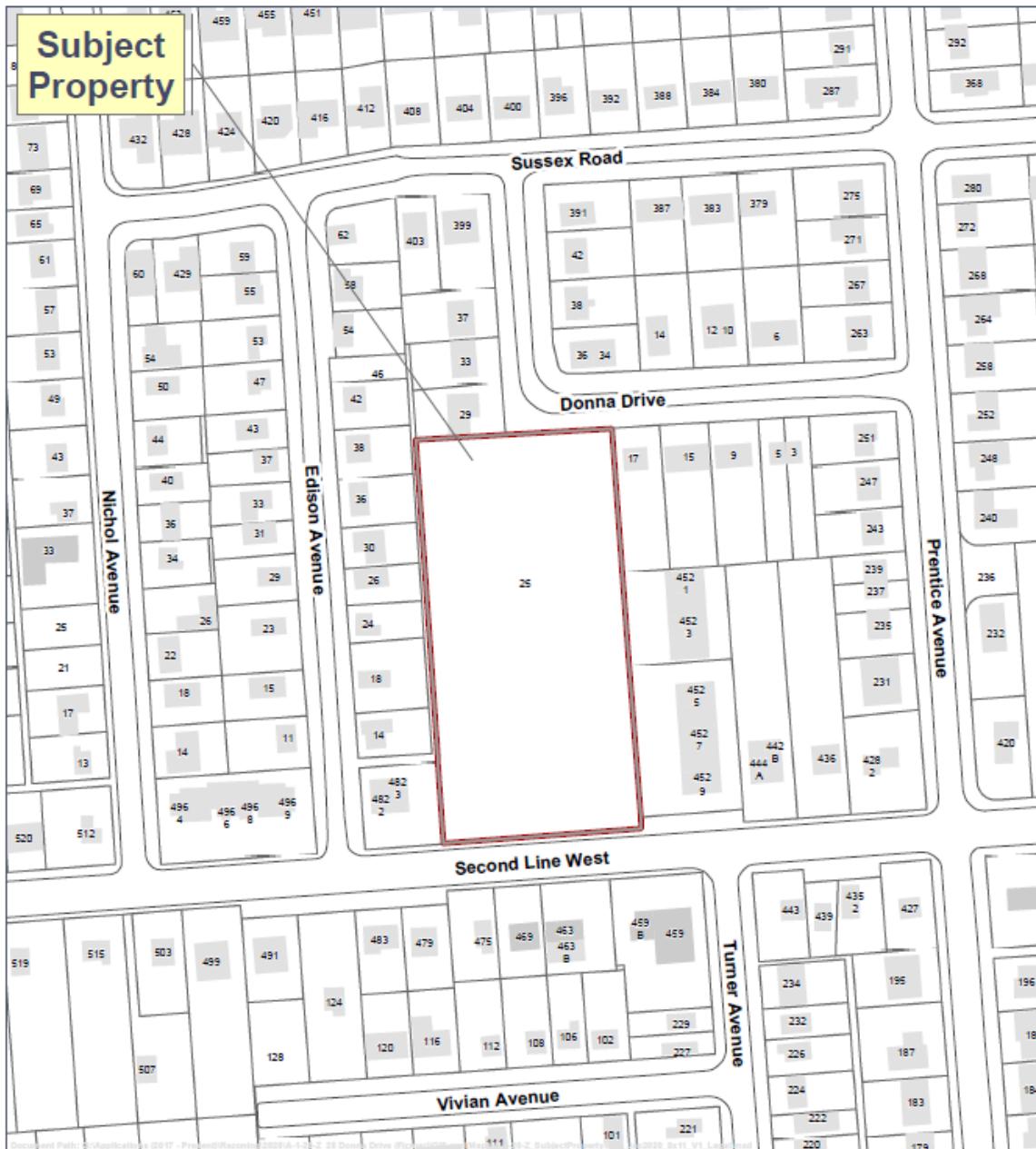
This by-law takes effect from the date of its final passing.

PASSED in open Council this 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2020-177



Document Path: C:\Applications\arcGIS\0017 - Present\Records\2020\A-1-20-Z_25_Donna_Drive_Proposed_Development\Map\A-1-20-Z_SubjectProperty\SubjectProperty.mxd|B11_V1_Landuse.mxd

Application Map Series
 Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Property Information

Civic Address: 25 Donna Drive
 Roll No.: 060012001000000
 Map No.: 79/1-89
 Application No.: A-1-20-Z
 Date Created: January 20, 2020

Legal Department Reference
 Schedule "A"

Legend

- Subject Property - 25 Donna Drive
- Parcel Fabric



Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultsmarie.ca | 705-759-5368 | planning@citysm.on.ca
 This map is for general reference only
 Orthophoto: None
 Projection Details:
 NAD 1993 UTM Zone 16N
 GCS North American 1983



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-178

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for a contribution agreement with the Province for a Connecting Link grant for the resurfacing of a portion of Trunk Road.

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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation, a copy of which is attached as Schedule "A" hereto. This Agreement is for a contribution agreement with the Province for a Connecting Link grant for the resurfacing of a portion of Trunk Road.

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 28th day of September, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT**BETWEEN:****HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Transportation

(“**Ontario**”)

– and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE(the “**Recipient**”)

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the “Act”) states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King’s Highway or as an extension of the King’s Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule “A” to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

SECTION 1 **INTERPRETATION**

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act*, 1982.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act*, 2010 (Ontario).

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen, to interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“Connecting Link” means the highway named in Schedule “A” to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King’s Highway by the Minister pursuant to subsection 21(1) of the Act.

“Connecting Links Program” means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

“Connecting Links Program Guide” means the Ministry’s document, entitled “Ministry of Transportation Connecting Links Program Guide,” as amended from time to time by the Ministry, that describes the Ministry’s Connecting Link Program.

“Contractor” means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

“Consultant” means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“Effective Date” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“Eligible Costs” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- “A” Project Description
- “B” Operational Requirements Under The Agreement
- “C” Financial Information For The Project
- “D” Eligible And Ineligible Costs
- “E” Aboriginal Consultation Requirements
- “F” Communications Protocol
- “G” Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 Ontario’s Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 Project Financing.** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided

under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2020 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule "C" of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the

Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;

- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8

INSURANCE

- 8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule "B" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) A cross-liability clause;
 - (c) Contractual Liability coverage;
 - (d) Products and Completed Operations Liability coverage;
 - (e) Employers Liability;
 - (f) Tenants Legal Liability (for premises/building leases only);
 - (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
 - (h) A thirty (30) day written notice of cancellation, termination or material change clause.

- 8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1 Exclusion Of Liability.** In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- 9.2 Recipient To Indemnify Ontario.** The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the Construction Lien Act (Ontario), and for any and all liability for damages to property and

injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties. The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10 ACQUISITION OF GOODS AND SERVICES

10.1 Acquisition. Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.

10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process. Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.

10.3 Competitive Procurement Process. The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes

unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it

may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

13.3 Compliance Attestation. The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14 RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

14.1 Recipient's Obligations Under Agreement. The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.

Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

14.3 Audits. Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 **GENERAL PROVISIONS**

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owing To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to

the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

- 16.23 *Survival.*** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation

Name: Caroline Mulroney
Title: Minister of Transportation

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name:
Title:

Date

AFFIX CORPORATE
SEAL

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

Application Project Name: Trunk Road Resurfacing

Approved Project Name: Resurfacing of Trunk Road

Project Description: Resurfacing of Trunk Road from the East City Limit westerly.

Project Description Details (from Application):

The project involves the resurfacing of Trunk Road (Hwy 17) commencing at the east City limit and proceeding 4.2 km westerly. The east limit of the project is the location at which City and MTO jurisdictions meet. The west limit is at South market Street. Two tee intersections are included within the limits: Frontenac Street on the north side and Fournier Road on the south. There are no water crossings within the limits.

The project proposes a complete new asphalt surface within the limits of the project, and spot repair of any deteriorated curb and gutter sections. No subsurface work is proposed, although some rehabilitation of roadside catchbasins and/or manholes will be completed if necessary. Private property accesses and the two road intersection approaches will be rehabilitated as required within the road right-of-way limits. Private driveway accesses are limited to the south side only as the Huron Central Railway parallels north right-of-way limit. Final design will determine what pavement recycling methods and asphalt mixes will be employed. The surface

The primary rationale for this project is the deteriorated condition of the asphalt surface. This portion of road has the lowest performance rating of all Connecting Link surfaces in the City's 25 km Connecting Link inventory. It is the sole connection to Highway 17 East. There is no road redundancy at the east limit. Within the City's asset management system, the biennial review of this road results in the recommendation to resurface only, with no replacement or rehabilitation of the base and/or sub-base, with the exception of minor spot repairs. The road was reconstructed and widened to five lanes in 1975. This portion was resurfaced in 1998. It is expected that a new surface will provide 15 years of serviceable life. Course asphalt will be new material, followed by permanent lane line markings.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 Effective Date Of Agreement. The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 Insurance Requirements. The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 Project Completion Date. The Project shall be completed no later than December 31, 2020. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 Expiration Date Of Agreement. Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2021.

PART B.5 – NOTICE AND CONTACT

B.5.1 Notice And Contact Information. Notices under this Agreement shall be sent in accordance to the following:

To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4 Attention: Program Coordinator, Connecting Links Program Telephone: 289-241-8354 Fax: 905-704-2777 Email: CLProgram@ontario.ca	To Recipient: The Corporation of the City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, ON P6A 5X6 Attention: Donald Elliott, Director of Engineering Telephone: 705-759-5329 Fax: N/A Email: d.elliott@cityssm.on.ca
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD**B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement.**

The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to Three Million Dollars (\$3,000,000) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$3,362,715 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Eighty-Nine Percent (89%) for the Term of the Agreement.

This percentage is based on the maximum funds payable under agreement expressed as a percentage of the estimated total net eligible costs identified by the recipient in the original project application.

Note that the subsidy payable *rate* remains at 90% of the total net eligible project costs incurred by the recipient, up to the maximum funds under agreement identified above.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“Total Net Eligible Costs” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2020 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2021.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

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MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2020.
Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (ii) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

**SCHEDULE “D”
ELIGIBLE AND INELIGIBLE COSTS**

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2020 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys,

- and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
 - (d) The value of any goods and services which are received through donations or in kind;
 - (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
 - (f) Meal, hospitality or incidental costs or expenses of Consultants;
 - (g) Costs associated with completing applications for the Connecting Links Program; and
 - (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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**SCHEDULE “E”
ABORIGINAL CONSULTATION REQUIREMENTS**

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;(c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

- trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;
- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
 - (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
 - (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
 - (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
 - (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
 - (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
 - (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
 - (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
 - (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
 - (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
 - (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

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**SCHEDULE “F”
COMMUNICATIONS PROTOCOL**

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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**SCHEDULE “G”
REPORTING REQUIREMENTS**

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2020.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

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PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below], _____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2020-21, a progress report is due on or before July 15, 2020. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued

Other Progress to date <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any) <i>If so, explain why and by when?</i>

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____ Date: _____

SCHEDULE “G” Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____
 Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20____ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20____.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20____ (date) is _____ (dollars).
4. That the work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____
 Of _____
 in the _____
 of _____ this _____
 day of _____ A.D. 20_____

 (Deponent)

 A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

Final Reports are to be completed and submitted to MTO within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:
Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

--

SCHEDULE “G” continued

Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached, please provide information in format below and attach to this report.

SCHEDULE “G” continued**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project? (Select any that apply)**

- Address safety related issues
- Extend service life
- Improve pavement condition
- Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.***3. Describe any economic or other benefits of the project for your community.** *If required, you may attach information on separate page and attach to this report.***4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.**

- Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

20

SCHEDULE “G” continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

Yes No

If you responded “Yes” to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

Yes No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

Yes No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

Yes No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. Any information submitted in confidence should be clearly marked “**CONFIDENTIAL**” by the Recipient. Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

<i>NAME OF AUTHORIZED OFFICIAL:</i>	
<i>TITLE:</i>	
<i>DATE:</i>	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-179

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 21 Garden Avenue (Daniel and Alissa Perri).

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. **21 GARDEN AVENUE; LOCATED ON THE SOUTH SIDE OF GARDEN AVENUE, APPROXIMATELY 80M EAST OF THE INTERSECTION OF GARDEN AVENUE AND GRAVELLE STREET; CHANGE FROM R2 TO R3.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 4/1-10 of Schedule “A” to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R3.S (Single Detached Residential) 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(400) and heading as follows:

“2(400) 21 Garden Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Garden Avenue, approximately 80m east of the intersection of Garden Avenue and Gravelle Street; and having civic no. 21 Garden Avenue and outlined and marked “Subject Property” on the map attached as Schedule 400 hereto is changed from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a Special Exception to:

1. Reduce the required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces, and
 2. Reduce the required lot frontage from 18m to 17.5m.”
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 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Lv \\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2020\2020-179(Z) 21 Garden Ave\2020-179(Z) 21 Garden Avenue.docx

SCHEDULE "A" TO BY-LAW 2020-179 AND
SCHEDULE 400 TO BY-LAW 2005-151



Document Path: D:\Applications (2017 - Present)\Records\2020\A-6-20-Z\21 Garden Avenue (Plan)\GIS & Maps\A-6-20-Z_SubjectPropertyMap_August_12_2020.dwg

Application Map Series	Legal Department Reference	
<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	Schedule "A"	 SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca
Property Information		Legend
Civic Address: 21 Garden Avenue Roll No.: 010032018000000 Map No.: 4/1-10 Application No.: A-6-20-Z Date Created: August 12, 2020		 Subject Property: 21 Garden Avenue  Parcel Fabric

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2020-180

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 227 to the Official Plan for the City of Sault Ste. Marie 2436112 Ontario Inc. 170 Old Garden River Road.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 227 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

**AMENDMENT NO. 227
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

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

LOCATION

PCL 3614 SEC AWS; PT SEC 29 TARENTORUS AS IN LT31748 EXCEPT LT 2 PL M259; SAULT STE. MARIE, Located approximately 65 metres north east from the intersection of Second Line East and Old Garden River Road, with approximately 36 metres of frontage along Old Garden River Road. Civic Number 170 Old Garden River Road.

BASIS

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

The proposal does not conform to the existing Land Use map (Schedule C) of the Official Plan.

Council now considers it desirable to amend the Schedule C of Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

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

INTERPRETATION

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-181

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 170 Old Garden River Road. (2436112 Ontario Inc. c/o Andre Riopel)

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. 170 OLD GARDEN RIVER ROAD; LOCATED APPROXIMATELY 65M NORTH EAST FROM THE INTERSECTION OF SECOND LINE EAST AND OLD GARDEN RIVER ROAD; CHANGE FROM R2 TO C4.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 85/1-95 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to C4.S (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(311) and heading as follows:

"2(401) 170 Old Garden River Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located approximately 65m north east from the intersection of Second Line East and Old Garden River Road and having civic no. 170 Old Garden River Road and outlined and marked "Subject Property" on the map attached as Schedule 401 hereto is changed from Single-Detached Residential Zone (R2) to General Commercial Zone (C4.S) with a "Special Exception". The following is the special exception:

1. Permit the continued use of the existing single-detached dwelling unit.
2. Reduce the front yard setback from 6 metres to 5 metres for the existing single detached dwelling.
3. Reduce the rear yard setback from 10 metres to 2 metres for the existing single detached building.
4. Reduce the projection setback into rear lot line from 3 metres to 0 metres for the existing deck only.
5. Permit parking to be located in a required front yard only for the single detached dwelling."

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 as amended by Official Plan Amendment No. 227.

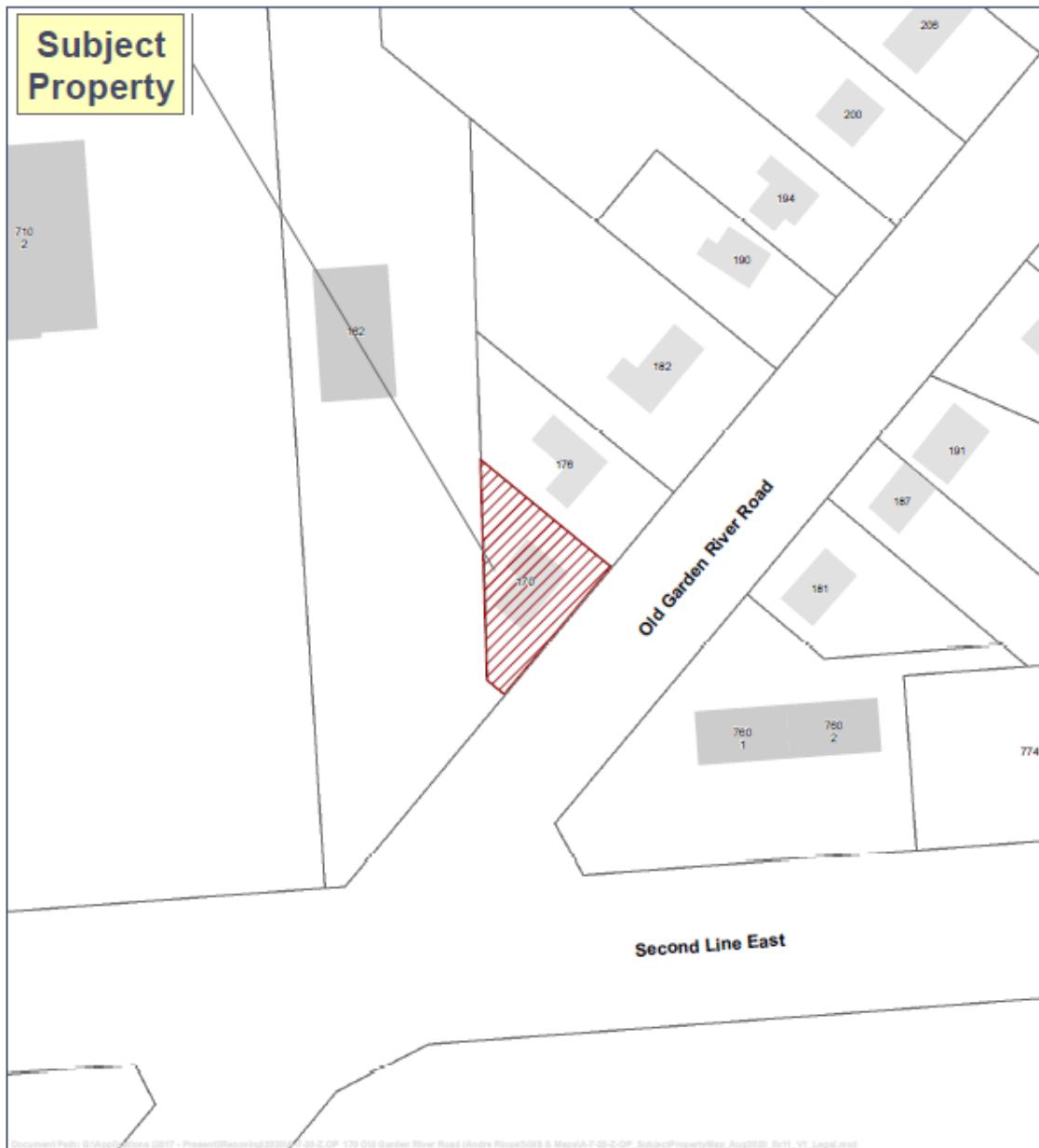
PASSED in Open Council this 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

\v\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2020\2020-180(OP)2020-181(Z) 2020-182(DC) 170 Old Garden River Rd\2020-181(Z) 170 Old Garden River Road.docx

SCHEDULE "A" TO BY-LAW 2020-181 AND
SCHEDULE 401 TO BY-LAW 2005-151



Application Map Series	Legal Department Reference
<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	Schedule "A" SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca
Property Information	Legend
Civic Address: 170 Old Garden River Road Roll No.: 010032018000000 Map No.: 851-95 Application No.: A-7-20-Z-OP Date Created: August 12, 2020	 Subject Property: 170 Old Garden River Rd  Parcel Fabric

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-182

DEVELOPMENT CONTROL: A by-law to designate the lands located at 170 Old Garden River Road an area of site plan control (2436112 Ontario Inc. c/o Andre Riopel).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. DEVELOPMENT CONTROL AREA

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. SITE PLAN POWERS DELEGATED

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. SCHEDULE "A"

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

4. PENALTY

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. EFFECTIVE DATE

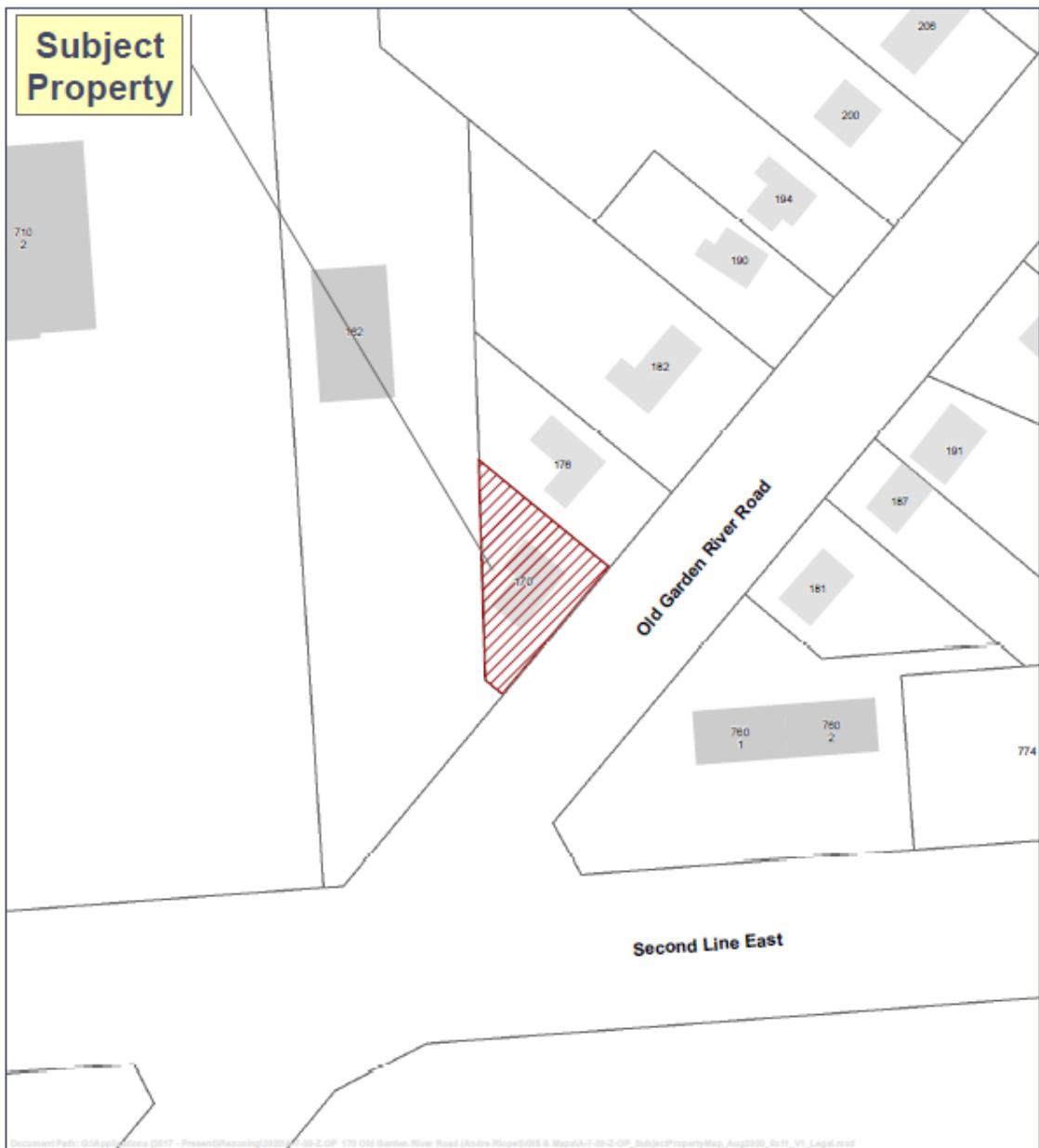
This by-law takes effect from the date of its final passing.

PASSED in open Council this 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2020-182



Application Map Series	Legal Department Reference	
<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	Legal Department Reference Schedule "A"	 SAULT STE.MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca
Property Information Civic Address: 170 Old Garden River Road Roll No.: 010032018000000 Map No.: 85/1-95 Application No.: A-7-20-Z-OP Date Created: August 12, 2020	Legend  Subject Property: 170 Old Garden River Rd  Parcel Fabric	<small>This map is for general reference only Orthophoto: Aerial Projection Details: NAD 1983 UTM Zone 18N GCS North American 1983</small>

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2020-183

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 228 to the Official Plan for the City of Sault Ste. Marie (2772834 Ontario In. – Roubal – 12 Fish Hatchery Road).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 228 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

**AMENDMENT NO. 228
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Rural Area Policies of the Plan.

LOCATION

H742 LOT 18 RCP RP 1R1322 PART 6; located at the northwest corner of the intersection of Landslide Road and Fish Hatchery Road, civic no. 12 Fish Hatchery Road.

BASIS

This Amendment is necessary in view of a request to permit the sale and service of bicycles, skis, and other non-motorized outdoor equipment, and to permit food services.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

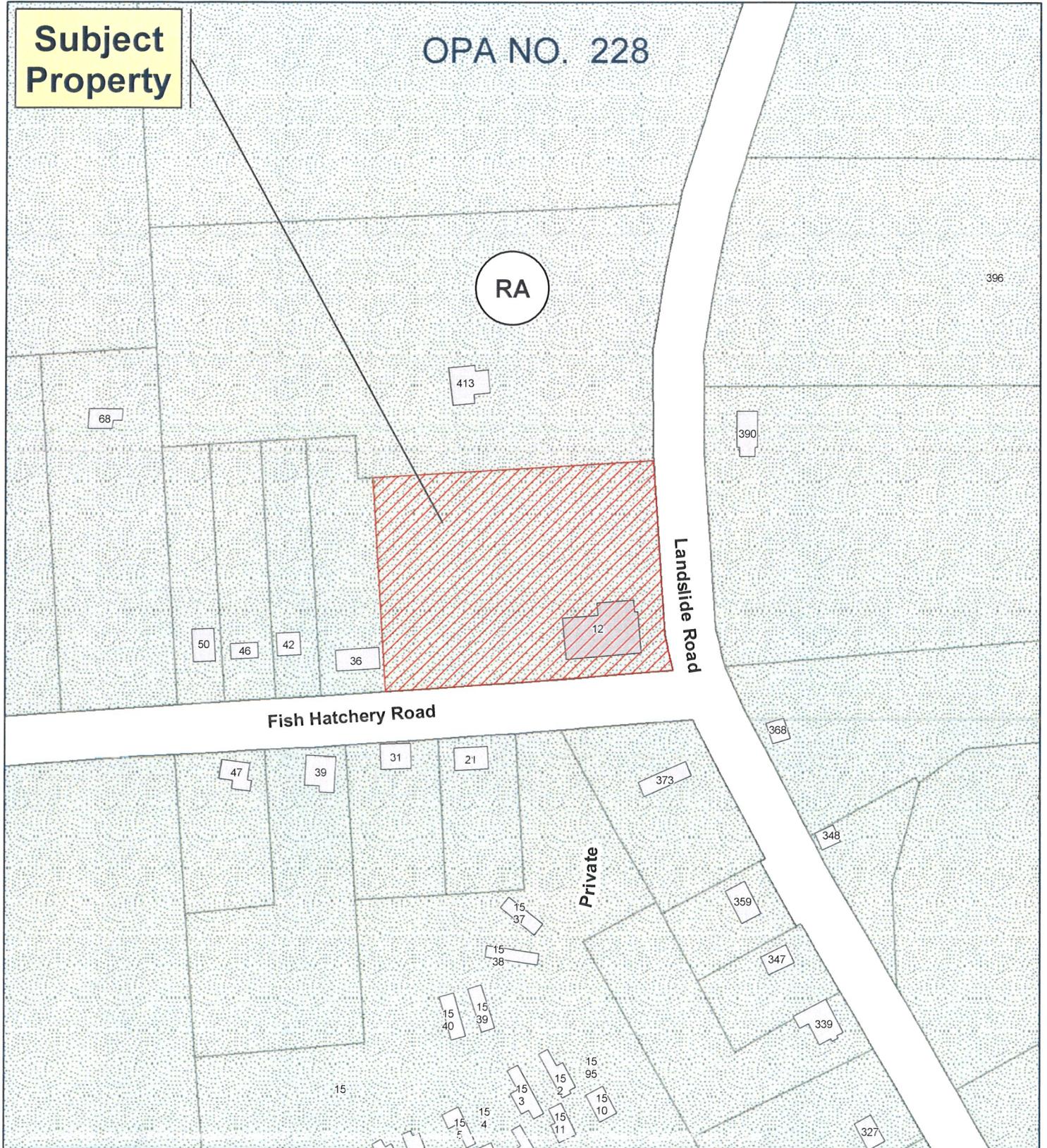
151. Notwithstanding Rural Area policies of the Official Plan, the property described as H742 LOT 18 RCP RP 1R1322 PART 6 located at the northwest corner of the intersection of Landslide Road and Fish Hatchery Road, civic no. 12 Fish Hatchery Road, is permitted to sell and service bicycles, skis, and other non-motorized outdoor equipment, and permitted to provide food services.

INTERPRETATION

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

Subject Property

OPA NO. 228



Application Map Series

- Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Property Information

Civic Address: 12 Fish Hatchery Road

Roll No.: 03009213800000

Map No.: 159/2-51

Application No.: A-9-20-Z-OP

Date Created: August 17, 2020

Legend

- Subject Property: 12 Fish Hatchery Rd
 - Residential
 - Commercial
 - Institutional
 - Parks Recreation
 - Industrial
 - Rural Area
 - Airport Lands
 - Parcel Fabric



SAULT STE. MARIE

Planning and Enterprise Services

Community Development and Enterprise Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6

saultstemarie.ca | 705-759-5360

This map is for general information only.
Orthophoto: None

Orthophoto: None
Projection Details:

Projection Details:
NAD 1983 UTM Zone 16N

GCS North American 1983

0 5 10 20 Meters
 1:2,000



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-184

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 12 Fish Hatchery Road (2772834 Ontario Inc. – Roubal).

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. **12 FISH HATCHERY ROAD; LOCATED NORTH WEST ON THE CORNER OF THE INTERSECTION OF LANDSLIDE ROAD AND FISH HATCHERY ROAD; CHANGE FROM RA TO RA.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 159/2-51 of Schedule “A” to By-law 2005-150, is changed from RA (Rural Area) zone to RA.S (Rural Area) 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(402) and heading as follows:

“2(402) 12 Fish Hatchery Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located north west on the corner of the intersection of Landslide Road and Fish Hatchery Road and having civic no. 12 Fish Hatchery Road and outlined and marked “Subject Property” on the map attached as Schedule 402 hereto is changed from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a “Special Exception”, with the following provisions:

1. Permit the sale and service of bicycles, skis and other non motorized outdoor equipment and food services.
2. Reduce the front yard (Landslide Road) setback from 30 metres to 10 metres for the existing building only.
3. Reduce the exterior side yard (Fish Hatchery Road) setback from 15 metres to 8 metres for the existing building only.
4. Permit parking to be located no closer than 15 metres to the required interior side yard and no closer than 10 metres to the required front yard.”

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 as amended by Official Plan Amendment No. 228.

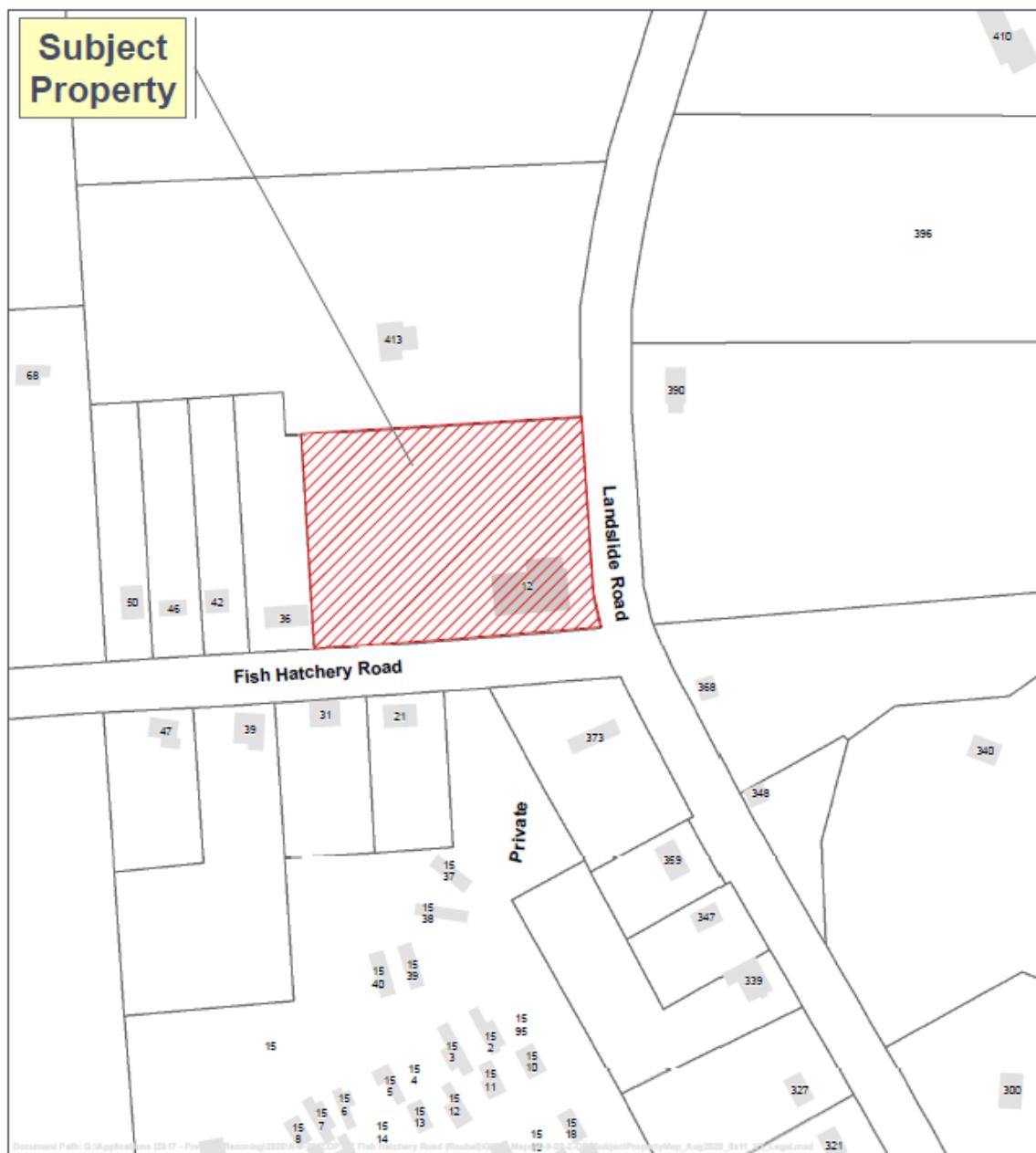
PASSED in Open Council this 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2020\2020-183(OP) 2020-184(Z) 2020-185(DC) 12 FISH HATCHERY RD\BY-LAW 2020-184 ZONING
SPECIAL EXCEPTION.DOCX

**SCHEDULE "A" TO BY-LAW 2020- AND
SCHEDULE 402 TO BY-LAW 2005-151**



Application Map Series	Legal Department Reference	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	Schedule "A"	 SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca
Property Information Civic Address: 12 Fish Hatchery Road Roll No.: 030092138000000 Map No.: 159/2-51 Application No.: A-9-20-7-ZP Date Created: August 17, 2020	Legend  Subject Property: 12 Fish Hatchery Rd  Parcel Fabric	This map is for general reference only. Orthophoto: None Projection Details: NAD 1983 UTM Zone 15W GCS North American 1983  

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2020-185

DEVELOPMENT CONTROL: A by-law to designate the lands located at 12 Fish Hatchery Road an area of site plan control (2772834 Ontario Inc. – Roubal).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule “A” attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council’s powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule “A” to this by-law.

3. **SCHEDULE “A”**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2020\2020-183(OP) 2020-184(Z) 2020-185(DC) 12 FISH HATCHERY RD\BY-LAW
2020-185 DC.DOCX

SCHEDULE "A" TO BY-LAW 2020-185

Subject Property

410



Document Path: G:\Applications (2017 - Present)\Rezoning\2020A\ZOP\Fish Hatchery Road (Roubaud)\GIS\Map 10-9-20-ZOP SubjectPropertyMap Aug2020 8x11 V-Legal.mxd

Application Map Series

- Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Legal Department Reference

Schedule "A"

Property Information

Civic Address: 12 Fish Hatchery Road
Roll No.: 030092138000000
Map No.: 159-2-51
Application No.: A-9-20-Z-OP
Date Created: August 17, 2020

Legend



1 Subject Property: 12 Fish Hatchery Rd
Parcel Fabric





**SAULT
STE.MARIE**
Planning and Enterprise Services

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

This map is for general reference only

Orthophoto: None

Orthophoto: Non Projection Details

NAD 1983 UTM Zone 16N
GCS North American 1983

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-186

AGREEMENT: (H1.9) A by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees – Community Services Group for the term commencing February 1, 2019 to January 31, 2023.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 1, 2019 between the City and Local No. 3 Canadian Union of Public Employees – Community Services Group, a copy of which is attached as Schedule "A" hereto. This Agreement is for the term commencing February 1, 2019 to January 31, 2023.

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 28th day of September, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

AGREEMENT

Between



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

-and-

**LOCAL NO. 3
CANADIAN UNION OF PUBLIC EMPLOYEES – COMMUNITY
SERVICES GROUP**

CUPE / Canadian Union
of Public Employees

February 1, 2019 to January 31, 2023

INDEX

<u>Article</u>		<u>Page No.</u>
1	Purpose	1
2	Recognition.....	2
3	Union Security	2
4	Negotiating & Grievance Committees	3
5	Bulletin Boards.....	5
6	Management Rights	5
7	Discrimination	5
8	Grievance Procedures.....	6
9	Arbitration Procedure.....	7
10	No Strikes or Lockouts	8
11	Seniority.....	8
12	Promotions, Vacancies & New Positions	11
13	Layoffs and Rehiring.....	13
14	Supervisory Positions	15
15	Leave of Absence	15
16	Hours of Work.....	17
17	Community Centres Division	17
18	Overtime	19
19	Premiums.....	20
20	Vacations	20
21	Paid Holidays.....	22
22	Group Welfare Plan	24
23	Sick Leave Provisions	26
24	Pensions	28
25	General Conditions, Present Condition and Benefits	28
26	Tools, Equipment & Clothing	29
27	Inclement Weather	30
28	Wages.....	30
29	Term of Agreement.....	32
	Appendix "A"	34

LETTERS OF UNDERSTANDING

<u>Letter</u>		<u>Page No.</u>
1	Facility Operator Rates.....	36
2	Lock Operation	38
3	Mechanics Memorandum	40
4	Arenas and Pools	42
5	Information Item - Duty to Accommodate.....	43
6	Consolidation of Local 3 CSD Collective Agreement	45
7	Paid Approved Union Leave.....	46
8	Facility Operator Schedule.....	48

THIS AGREEMENT MADE AND ENTERED
INTO THIS 1st DAY OF FEBRUARY, 2019
BETWEEN
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the First Part

- AND -

LOCAL NO. 3, CHARTERED BY THE CANADIAN UNION OF PUBLIC
EMPLOYEES -
COMMUNITY SERVICES DEPARTMENT
(Hereinafter referred to as the "Union")
of the Second Part

1:00 PURPOSE

- 1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1:02 It is recognized that the City provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services.
- 1:03 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

2:00 RECOGNITION

2:01 The City, or anyone authorized to act on its behalf, approves and recognizes Local No. 3, Chartered by the Canadian Union of Public Employees, as the exclusive collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union or any authorized Committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Both parties mutually agree that this agreement shall cover and include all those employees to be set forth in the classification schedule embodied in this Agreement in Appendix "A" attached hereto.

2:02 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Director and the Group Vice President of the local Union or designate.

2:03 Work of the Bargaining Unit

Employees of the City excluded from the bargaining unit, as defined by Clause 2:01 hereof, shall not perform duties of employees in the bargaining unit except for emergency, experimentation, training, or instructional purposes. This clause does not apply to those people designated as temporary Supervisors.

2:04 New Employees

a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in Articles dealing with Union Security and Dues Check-Off.

3:00 UNION SECURITY

3:01 Deductions will be made from the payroll period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of the month following in respect of which deductions have been made, accompanied by a list of all employees names, addresses and phone numbers as the City has on file along with bi-weekly earnings upon which union dues are based and the employee status.

- 3:02 All employees of the City, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future employees of the City shall as a condition of continued employment become members in good standing in the Union not later than after thirty (30) days of employment with the City. Students are exempt from above condition. The Employer shall not be required to discharge an employee who has been expelled or discharged from the Union.
- 3:03 The Union will save the City harmless from any and all claims which may be made against the Corporation for amounts deducted from employees pay as herein provided.

4:00 NEGOTIATING AND GRIEVANCE COMMITTEES

- 4:01 Negotiating Committee: A Negotiating Committee shall be appointed and shall consist of not more than three members who are employees of the City. The Union will advise the City of the Union nominees to the Committee.
- 4:02 Representative of Canadian Union: The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or Union officers when dealing or negotiating with the City.
- 4:03 Meeting of Committee: In the event of either party wishing to call a meeting of the Committee, the Director of Community Services or the Secretary of the Union, as the case may be, shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 4:04 During negotiations the function of the Negotiating Committee shall be to deal with all matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. shall be referred to the Negotiating Committee for discussion and settlement.
- 4:05 Time off for Meetings: Any representative of the Union, on this Committee who is in the employ of the City, shall have the privilege of attending meetings of the Committee held within working hours without

loss of remuneration provided that such employee shall not absent themselves without the permission of their supervisor. The City agrees to maintain the pay of such persons on approved absence for such hours that are straight time regularly scheduled working hours.

- 4:06 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the City. The personnel of such committee shall be communicated to the City.
- 4:07 The City of Sault Ste. Marie and Local 3, C.U.P.E. – C.S.D., agree to the following terms related to the Joint Consultation Committee:
1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.
 2. Meetings can be scheduled as necessary on request of either party at a mutually agreed time and locations. The parties agree to a commitment that they can meet upon request for a labour management meeting when either side provides an agenda. Every attempt to meet will be made within thirty (30) calendar days. Both parties acknowledge when scheduling the meeting some issues may arise such as vacation schedules, holidays, staffing, etc. Grievance meetings have to be set differently in accordance with the Article 8.
 3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
 4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
 5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
 6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.

7. The representatives agree to make every effort to deal with issues in a co-operative manner.

5:00 BULLETIN BOARDS

5:01 The Union shall have the use of bulletin boards in each place where employees commence work for the posting of notices related to Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union and shall be subject to prior approval of the City and such approval shall not be unreasonably withheld.

6:00 MANAGEMENT RIGHTS

6:01 The Union agrees that the City has the exclusive right to manage the affairs, to direct the forces, to hire, to promote, demote, transfer, layoff and to discharge, suspend or discipline employees for just cause. The City agrees that these functions shall be executed in a manner consistent with the general purpose and intent of the agreement and subject to the right of an employee to lodge a grievance as set forth herein.

7:00 DISCRIMINATION

7:01 The City, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union, Union Officer and/or for any reason as set out in the Ontario Human Rights Code.

7:02 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Director with a copy to the Union. The Director will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the respective Director.

If the employee is not satisfied with the respective Director's response, the employee may submit the concern to the Deputy CAO with a copy to the respective Director and Union. Upon conclusion of an investigation, the Deputy CAO will provide a written response to the employee with a copy to the respective Director and Union.

8:00 GRIEVANCE PROCEDURES

8:01 Grievances shall be dealt with in the following manner provided requests for grievance hearings and replies following such hearings shall be in writing at all steps.

Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance shall be submitted at each step of the grievance procedure and replies to grievances shall be sent to the Chairman of the Grievance Committee.

8:02 A grieved employee, assisted by a steward or officer of the Union, shall first discuss the case with their Supervisor and the Division Head within ten (10) working days of the occurrence of the incident which gave rise to the matter in dispute. The Supervisor shall render a decision within three (3) working days of the meeting. Failing settlement, the difference shall be considered a grievance and the following steps shall be taken.

STEP I The grievance shall be put in writing and the employee may, within five (5) working days of receipt of the reply from the Supervisor, request a hearing with the respective Director. The employee assisted by a steward or officer of the Union will attend the hearing with the respective Director. The respective Director shall render a decision within five (5) working days of the hearing.

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

STEP III If the Grievance Committee considers that a satisfactory settlement was not reached at Step II, it may within five (5) working days of receipt of the Step II reply, request a hearing by the Deputy Chief Administrative Officer. The Deputy Chief Administrative Officer shall render a decision within five (5) working days of the hearing.

8:03 Policy Grievance

Where a dispute involves a question of general application or interpretation of the terms of the agreement either the Union or the City may file a grievance at Step II of the grievance procedure.

8:04 (a) Whenever the Employer deems it necessary to issue a written disciplinary action, a letter of discipline shall be provided to the employee with a copy to the Union and the Human Resources Department.

(b) In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step II of the grievance procedure, provided such grievance is filed within fifteen (15) working days from the date of discharge.

8:05 The time limits set out in the grievance procedure shall be strictly observed by the parties, but may be extended by mutual consent.

8:06 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to their Supervisor or designate within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9:00 ARBITRATION PROCEDURE

9:01 If the Grievance Committee considers that a satisfactory settlement was not reached at Step III, it may within fifteen (15) working days of receipt of the Step III reply, request that the grievance be referred to Arbitration in accordance with the terms of the Ontario Labour Relations Act.

Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of

Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

- 9:02 A Board of Arbitration/sole arbitrator shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions.
- 9:03 The time limits set out in the arbitration procedure shall be strictly observed by the parties, but may be extended by mutual consent.

10:00 NO STRIKES OR LOCKOUTS

- 10:01 In view of the orderly procedures established herein for the disposition of grievances and complaints the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes which will stop or interfere with the services of the City for the duration of this Agreement.

11:00 SENIORITY

- 11:01 An employee's Department or Division seniority is based on their effective date of employment with the Department or Division in accordance with 11:03 relative to other employees' employment date with the Department or Division.

For example, an employee will have less Department or Division seniority than an employee whose effective date of employment is earlier and will have more Department or Division seniority than an employee whose effective date of employment is later.

- 11:02 Senior employees are expected to give every assistance to the training of junior employees.
- 11:03 Probationary Employees: An employee shall be on probation until he has worked 1040 hours within any period of 180 consecutive days and during such period the employee shall not be subject to rights under the grievance procedure.

Employees retained past the probationary period shall be deemed satisfactory, and placed on the seniority list, and credited with seniority from the day they commenced work.

11:04 Definition of Employees:

In this Agreement:

- (a) Probationary Employee - means an employee who has not completed the probationary period.
- (b) Seasonal Employee - means an employee who has completed his probationary period but who has not yet been employed for twelve (12) consecutive months.
- (c) Permanent Employee - means an employee who has completed twelve (12) consecutive months of employment.

11:05 Employees who are employed for less than an average of twenty-four (24) hours per week in any four week period are deemed to be part time employees.

11:06 The City will maintain General seniority lists and Divisional seniority lists in the following groups:

- (1) General Seniority List
- (2) Parks Division Seniority List
- (3) Cemeteries Division Seniority List
- (4) Community Centres Division Seniority List

Copies of the above lists will be given to the Union. Any employee may request information from the City relative to their own seniority. On request, any officer of the Union will be supplied with the necessary information relative to the seniority or rates of pay of any employee or group of employees. Any employee who believes that they are not listed in their proper position may take the matter up in accordance with the provision under article 8:00. If any corrections are approved within a period of ninety (90) days, the list will be amended and a copy given to the Union. After which the list will be brought up to date each January 1st.

- 11:07 An employee shall no longer be established on a division seniority list if they have become established on another division seniority list since they were last established on the division seniority list first mentioned, save and except employees with incumbent rights as identified on the August 1st, 1985 seniority lists.
- 11:08 Seniority shall be forfeited and employment will be terminated if:
- (1) the employee voluntarily quits their employment;
 - (2) the employee is discharged for proper cause;
 - (3) the employee fails to report for work within fifteen (15) days after being notified by registered mail to return to work following a layoff.
 - (4) except in cases of illness, an employee absenting themselves from work for more than forty-eight (48) hours, without permission shall be deemed to have left the employ of the City, and before being entitled to reinstatement, shall give satisfactory explanation on their return to the respective Director.
 - (5) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident.
 - (i) During the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in Article 22:00.
 - (ii) At the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

- (5) (b) An employee who is absent from work due to occupational illness or accident for which Workers' Compensation is paid will be provided as follows:
- (i) During the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 22:00.
 - (ii) At the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.
- (6)
- (i) The employee has less than five (5) years service and is absent from work for a period in excess of twelve (12) calendar months due to a layoff.
 - (ii) The employee has five (5) or more years service and is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

12:00 PROMOTIONS, VACANCIES AND NEW POSITIONS

12:01 City will notify Union: seven (7) days prior to filling any vacancies or new positions covered by the terms of this Agreement, the City will notify the Union in writing and post notice of the position on all bulletin boards in order that all members will know about the position and be able to make written application therefore.

Such notices shall state the nature or title of the position, the qualifications inclusive of knowledge, education, experience and skills required and wage rate or wage range.

12:02 In exercising seniority during a promotion or transfer to vacancies and new positions as outlined in 12:03 the employee will first exercise their

division seniority and where division seniority is not applicable the employee shall exercise their General seniority.

- 12:03 Method of Making Appointments: Promotions or transfers to vacancies and new positions shall be according to employees' seniority standing and qualifications inclusive of knowledge, education, experience and skills required. Where qualifications are equal, seniority shall be the determining factor. A promoted employee shall be on trial period until they have worked four-hundred and forty (440) hours within any period of (ninety) 90 consecutive days for such employee to prove efficiency. In the event the successful applicant proves unsatisfactory in the position or requests to return to their former position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority.
- 12:04 Temporary vacancies of less than five (5) working days will be filled by the Director, giving preference where possible to the senior qualified employee available.

For the purpose of assigning a Group Leader for holiday/sick replacements, the senior permanent crew member has first option to the relief position. Failing filling the position from within the crew, then go the general area for an incumbent, and failing this, go to the General Seniority List.

Crews: Operations (Grass)
 Sportsfield
 Forestry
 Horticulture
 Repair/Maintenance
 Cemeteries

- 12:05 When an employee relieves in a position of higher classification for a period of one (1) day or more, such employee shall receive the rate applicable to the higher classification while so relieving.
- 12:06 Disabled Employees: Any employee covered by this agreement who, through temporary disability, is unable to perform their regular duties shall be given the preference of any light work available at the wages payable at the time for the position to which they are assigned.

- 12:07 Promotions Requiring Higher Certification: In cases of promotion requiring higher certification, the Employer shall give consideration to employees who do not hold the requirement of the required certificate, but are writing for such certificate prior to filling the vacancy. If selected by the Employer, such employees will be given an opportunity to qualify within a reasonable length of time and to revert to the employee's former position if the required certificate is not obtained within such time.
- 12:08 The Union shall be advised in writing of the name of the successful applicant. All applications will be acknowledged within fourteen days of receipt in writing. Any objections by the Union to staff changes shall be construed as a difference between the parties bound by this Agreement as provided for under the grievance procedure.
- 12:09 The refusal of an employee to accept promotion for a particular position will in no way affect his seniority or rights to future promotion. The employee will sign a declaration to allow a junior to take the position.
- 12:10 An employee who is established on a job upon request must exercise their rights to that job in accordance with their job seniority or they shall be required to sign a seniority waiver form, relinquishing their seniority rights to that job and relinquishing their future promotional rights to such job until they indicate to management in writing that they wish to be considered for promotion. A signed off employee shall not be considered for promotion to the said position for nine (9) months from the date of sign off.
- 12:11 An employee in a posted position who is temporarily assigned to a lower classification other than their normal classification shall have their normal rate of pay maintained and such temporary assignment shall not be cause for a rate decrease in their areas.

13:00 LAYOFFS AND REHIRING

- 13:01 The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their jobs or Divisions as a result of a reduction in force.

- 13:02(a) In reduction in force, employees shall be displaced from jobs in a Division in reverse order of such employees Division seniority and employees shall be displaced from pool jobs in reverse order of such employee's General seniority. Pool Jobs shall be those jobs in Job Class 1 only.
- (b) In the event of a layoff it is understood that students performing the work of the Labourer classification identified in Appendix A, shall be terminated before a layoff of probationary employees, seasonal employees and permanent employees.
- 13:03 It is understood and agreed that in all cases of layoffs, reductions in work force and recalls after layoffs, that seniority shall apply provided that the employee has the ability to perform the work.
- 13:04 During any such period of layoff such employee is not entitled to any benefits except the right of recall to work.
- 13:05 Notice of layoff shall be given in accordance with the provisions of the Employment Standards Act.
- 13:06 Other Provisions: Employees shall give as much notice as possible for their inability to report for work due to illness.
- 13:07 The following represents the understanding of the parties regarding the exercise of Division and/or department seniority rights in respect to posted positions:
- 1) In the exercise of seniority rights for the purpose of job opportunity where there is no layoff, an employee may exercise his right to a job where he is senior on the Division seniority list and has the ability to perform the job but cannot displace an employee on a posted job.
 - 2) In the exercise of seniority rights in the event of a layoff resulting in a reduction in the work force, an employee may bump into any position at the same job class or a lower job class where such an employee is senior on the Division seniority list and has the ability to perform the job.
 - 3) In the exercise of seniority rights in the Pool Jobs (Job Class 1) in the event of a layoff, it is an employee's Department seniority that shall govern.

14:00 SUPERVISORY POSITIONS

14:01 Transfer to Supervisory Position: The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by this Agreement, but if any employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.

15:00 LEAVE OF ABSENCE

15:01 General Leave: The City shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City, for a period not exceeding three (3) months.

15:02 Union Conventions or Schools: Leave of absence without pay and without loss of seniority shall be granted upon request to the City to employees elected or appointed to represent the Union, at Union conventions, or Union schools provided the City is advised in writing by the authorized officers of the Union of such appointments.

15:03 For Union Business: The City agrees that where permission has been granted to representatives of the Union, who are employees of the City, to leave their employment temporarily in order to carry on negotiations with the City, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

15:04 Leave of Union Officers: Any employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of one (1) year. This period may be extended by the City at the end of the year.

15:05 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally

straight time working days and fall within the period from the day of death up to and including the day of the funeral. If the funeral or celebration of life is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Members of the immediate family means the employee's: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, grandparents-in-law, mother-in-law, and father-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under per part (b) sections (i) and (iii) below. Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's brother-in-law, sister-in-law, Aunt or Uncle.

“Spouse” means a person

- (a) to whom the person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two (2) persons,
 - (i) have cohabited for at least one (1) year,
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; (“conjoint”).

15:06 Jury Duty: The City shall pay an employee who is required to serve as a juror or court witness, the difference between normal earnings and the payment received for jury service or court witness. The employee will present proof of service and the amount of pay received.

15:07 Personal Leave Days

All employees will be entitled to two (2) paid personal leave days, per calendar year, that is deducted from the unused sick leave credits. If the sick leave bank is exhausted there is no entitlement to such benefit, no unpaid days can be used for this purpose. An employee may use this benefit for any reason. These days must be taken in whole day increments and must notify the employer where possible with twelve (12) hours' notice prior to the start of their regularly scheduled shift. Extenuating circumstances will be considered on their own merit if twelve (12) hours' notice is not provided.

16:00 HOURS OF WORK

- 16:01 (a) Normal hours of work shall be eight (8) hours per day and forty (40) hours per week with two (2) consecutive days off.
- (b) The normal workday shall be 8:00 A.M. to 4:30 P.M., unless otherwise required by management with a minimum of twelve (12) hours notice where 7:00 A.M. till 3:30 P.M. will be permitted. Monday to Friday. (40 hours per week)
- (c) Shift workers - five (5) eight (8) hour shifts per week with two (2) consecutive days off.
- (d) The City shall designate, prior to the commencement of the shift, either a twenty (20) minute paid lunch period or a thirty (30) minute unpaid lunch period within the normal hours of work or shift workers.

17:00 COMMUNITY CENTRES DIVISION

17:01 It is agreed that prior to changing any work scheduling in the Community Centres Division the City will discuss such changes with the employees one week prior to making such changes.

17:02 (a) Notwithstanding the provisions of Article 17 the parties agree that in the Community Centres Division on a trial basis, employees may be scheduled to work eight (8), ten (10), or twelve (12) hour shifts. Scheduling will not include split shifts. The Employer will advise the Union prior to implementation.

The hours of work shall be:

8 hour shifts (40 hours per week) – 10 shifts = 80 hours pay biweekly

10 hour shifts (40 hours per week) – 8 shifts = 80 hours pay biweekly

12 hours shifts 80 hours pay biweekly and adjusted on a 160 hours cycle

Where possible, the Employer will provide a schedule with two (2) consecutive days off and comply with Article 17:02 when changing schedules.

Should the Employer find it necessary to propose alternate shift arrangements in the Parks or Cemetery Divisions during the term of the agreement, the Employer will meet with the Union to discuss and agree upon such arrangements.

(b) PART – TIME FACILITY OPERATORS

Employees hired to be a part-time facility operator shall be subject to the following conditions:

- Shall be eligible for overtime pay after eight (8) hours work in a day or forty (40) hours in a week.
- Seniority shall be recorded separately by hours worked. Also, it is understood that two thousand, eighty (2,080) hours worked is equivalent to one (1) year of employment.
- Vacation pay will be paid with each bi-weekly pay at 4% and increasing to 6% upon the hourly equivalent of five (5) years' service, 8% upon the hourly equivalent of ten (10) years' service, 10% at the hourly equivalent of fifteen (15) years' service, 12% at the hourly equivalent of twenty (20) years' service and 14% at the hourly equivalent of thirty (30) years' service.
- Part-Time Facility Operators are members of the bargaining unit and have the right to apply to Job Postings. Posting rights are limited to positions within Community Centre Division, GFL Centre Division & Lock.
- Part-Time Facility Operators will be entitled to 50% of the full time safety footwear allowance.
- This is to confirm that the City's Financial Assistance policy for training and education courses is applicable to Part-Time Facility Operators.

18:00 OVERTIME

- 18:01 Overtime at the rate of time and one half the regular pay shall be paid for all work performed in excess of the regular hours.
- 18:02 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.
- 18:03 Overtime work shall, as far as possible, be equitably distributed among the employees who normally perform such work, in that specific group area, first.
- 18:04 The work week shall be a period of seven (7) work days beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.
- 18:05 There shall be no doubling up or pyramiding of overtime rates or shift premiums. Any hour or hours of work paid at overtime rates shall not be counted as hours worked for the calculation of overtime pay.
- 18:06 Employees may request time off in lieu of overtime with the following conditions:
- Maximum Time Off in Lieu at any given time – forty (40) hours (i.e. 5 work days) (Lieu time cannot be taken from May 1st to September 30th)
 - Requests for lieu time off will be considered on an individual basis at the time of request.
 - Approval at the sole discretion of the respective Divisional Manager based upon the operational requirements of the Division.
 - If not utilized, will be paid out.
 - Lieu time off shall not be granted from May 1st to September 30th in any given calendar year.
- 18:07 The City shall pay a meal allowance of \$13.50 (effective February 1, 2018) to an employee required to work more than ten (10) hours and an additional meal allowance for every five (5) hours he is required to work thereafter. Further for an employee required to work five (5) consecutive hours on a callout.

19:00 PREMIUMS

- 19:01 The City shall pay all seasonal and permanent employees required to work shift work a shift premium on the following basis:
- (1) Where 50% or more of the scheduled hours of work fall after 4:00 P.M. but prior to 12:00 midnight, a shift premium of one dollar (\$1.00) per hour for the full shift.
 - (2) Where 50% or more of the scheduled hours of work fall after 12:00 midnight but prior to 8:00 A.M., a shift premium of one dollar (\$1.00) per hour for the full shift.
- 19:02 The City shall pay employees a Sunday premium of one (1) dollar per hour for all hours worked during the twenty-four hour period beginning 12:01 A.M. Sunday or the shift starting time closest thereto.
- 19:03 Employees directly assigned to perform a disinternment shall each receive an additional sixty-five dollars (\$65), effective February 1, 2014. It is understood that such payment shall be applicable only to disinternments that are greater than sixty (60) days from the internment.

20:00 VACATIONS

- 20:01 Employees with less than twelve (12) months service at December 31st, shall receive one day of vacation for each completed month worked to a maximum of ten (10) days. Such vacation shall be taken in the following year with pay at 4% of the previous year's earnings.
All newly hired permanent employees will accumulate vacation entitlement from their hire date. Their vacation pay for the following year would be based on 4% of wages earned in the previous year.
- 20:02 Employees who have completed one (1) but less than five (5) years of accumulated service shall receive two (2) weeks vacation at their regular rate of pay.
- 20:03 Employees who have completed five (5) years but less than ten (10) years of accumulated service shall receive three (3) weeks vacation at their regular rate of pay.

- 20:04 Employees who have completed ten (10) years but less than fifteen (15) years of accumulated service shall receive four (4) weeks vacation at their regular rate of pay.
- 20:05 Employees who have completed (15) years but less than twenty (20) years shall be allowed five (5) weeks annual vacation at their regular rate of pay.
- 20:06 Employees who have completed twenty years (20) of service and but less than twenty five (25) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.
- All employees who have completed 25 calendar years of service and are in their 26th year shall be allowed six (6) weeks plus one (1) day.
- All employees who have completed 26 calendar years of service and are in their 27th year shall be allowed six (6) weeks plus two (2) days.
- All employees who have completed 27 calendar years of service and are in their 28th year shall be allowed six (6) weeks plus three (3) days.
- All employees who have completed 28 calendar years of service and are in their 29th year shall be allowed six (6) weeks plus four (4) days.
- 20:07 Employees who have completed thirty (30) years or more of accumulated service shall receive seven (7) weeks vacation with pay at their regular rate of pay.
- 20:08 Employees who are absent from work without pay for thirty (30) calendar days or more shall have their vacation entitlement reduced in proportion to such time absent from work.
- 20:09 The vacation schedule shall be posted by March 1st each year. Employees must make their choice known to the Division Head by January 31st each year. All employees who have failed to file their request by January 31st will lose their seniority preference for vacation. Vacation requests for the period January 1st through January 31st shall be considered in the order received and without seniority preference.
- Vacation selection commencing in the year 2006 to operate as follows:

- First Pick - 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Second Pick – 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Third Pick – Select balance of vacation by seniority (Calendar week blocks)
- Once selected, vacation cannot be changed except by approval of the Department.
- Single day vacation selections permitted only by approval of the Department Head.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be completed by February 1st of the immediately preceding year of vacation selection. The Department will confirm vacation selections by March 1st.

- 20:10 The vacation year shall be from January 1st to December 31st.
- 20:11 The City agrees to co-operate with the employees in making provisions that, where possible, employees may take two weeks of their annual vacation between May 1st and October 1st and if work load permits to make provision for those having more than two weeks vacation to take the complete vacation at one time except during the period May 1st to October 1st.
- 20:12 The vacation year shall be from January 1st to December 31st. Vacation requests to carry over vacation from one vacation year to the next, must be approved in advance by special written permission from the appropriate Director.

An employee may carry over up to two weeks of vacation from one year to the next provided such request is made in writing prior to February 1st of the current year to the respective Director for approval. Such vacation must be taken in the subsequent year and it is understood and agreed that the pay shall be at the rate that would have been paid in the year the vacation entitlement originally occurred.

21:00 PAID HOLIDAYS

- 21:01 All employees shall be paid for the following holidays at the regular rate of pay:

New Year's Day	Civic Holiday
Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday **	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any employee who is required to work on a paid holiday, shall be paid at time and a half their standard rate of pay for every hour worked in addition to their regular holiday pay. Due to the nature of the work the number of employees released for the particular holiday will be at the discretion of the respective Director.

** Community Centres Division
Easter Sunday substituted for Easter Monday

- 21:02 If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the City shall be considered as the Statutory Holiday for the purpose of this agreement. Notwithstanding the above provision where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day. Every employee shall be granted time off with pay at their regular rate of pay in respect to a statutory holiday unless:
- (1) The employee is required to work on a statutory holiday and does not work or leaves before the end of their shift without permission from their supervisor or;
 - (2) The employee does not work their last scheduled shift prior to or their first scheduled shift after the statutory holiday unless they were off work due to illness or with permission or;
 - (3) Subject to the provisions of the Employment Standards Act, the employee is on layoff on a statutory holiday or;
 - (4) Subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a statutory holiday.

22:00 GROUP WELFARE PLAN

22:01 Employees shall be provided with the following health and insurance benefits. The City shall pay 100% of the premiums for employees participating in these plans.

- Ontario Hospital Insurance Plan (O.H.I.P.)
- Extended Health Care
 - Vision Care - \$425.00/ 24 month (effective Jan. 1, 2020) and \$450.00/ 24 month effective Jan. 1, 2022. Note: This amount can be used for laser eye surgery.
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
Hearing Aides up to a maximum of \$400.00
 - Orthodics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 effective February 1, 2011 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
 - Ward Hospital Coverage

Paramedical Benefit:

Maximum of \$1,100 per calendar year for any combination of the following services:

Physiotherapist, Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

Maximum of \$1,000 per calendar year for Psychological Benefit (MSW, Registered Counsellor or Psychologist)

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, effective 1st of the month following ratification of the Memorandum of Settlement by the parties increase to three thousand (\$3,000 limit), at current ODA rates minus one year.)
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be

paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

- Group Life Insurance Plan
 - Life Insurance - One and one-half times (1-1/2 times) basic annual salary. Per the insurer, life insurance coverage will convert to \$10,000 on the day the employee attains age 65 and will terminate on the date the employee attains age 70.
 - Double Indemnity for Accidental Death and Dismemberment; Per the Insurer, AD&D coverage will terminate on the date the employee attains age 65 or employment ceases.
- Long Term Disability Insurance Plan

The parties agree that eligibility for L.T.D. benefits set out in this article will cease when:

- (a) An active employee becomes eligible for an OMERS unreduced early retirement pension; or
- (b) The gross monthly income payable to the employee from OMERS, Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- (c) An active employee attains age 65.

22:02 Coverages for new employees will be effective as follows:

- (a) Extended Health Care – 1st of the month following completion of three (3) months service.
- (b) Group Life Insurance - the day following completion of three (3) months employment.
- (c) Dental Plan – 1st day of the month following completion of three (3) months service.

22:03 Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement. Coverages under such plans

shall be in accordance with the terms and conditions of Great West Life Policy 320925 Division 005 (Group Life Insurance) and Great West Life Policy 320925 Division 015 (Long Term Disability Insurance).

- 22:04 An employee who is absent from work without pay for thirty (30) days or more shall be responsible for the payment of the total cost of the premiums for the benefits set out in Articles 22:01, 22:02 and 22:03.
- 22:05 Every employee shall be fully responsible for keeping the City informed of changes in his marital status or number of dependents. The City shall have the right to recover by payroll deduction any amounts of premium paid in excess of such premiums as a result of not being properly informed by any employee of their status for the purpose of insurance and medical coverage.
- 22:06 The City shall have the right to determine the carrier of all such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.
- 22:07 It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.
- 22:08 The City agrees to cover the payment of premiums for O.H.I.P. and Extended Health Care on the same level as at the time of retirement from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in full time employment.

All employees upon retirement may revert to \$10,000 Group Life Insurance, 100% of the cost to be paid by the employee.

23:00 SICK LEAVE PROVISIONS

- 23:01 Sick Leave Defined: Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of accident for which compensation is not payable under the Workers' Compensation Act.
- 23:02 Upon completion of six months service, sick leave will be accumulated at the rate of one and one-half (1 1/2) days per month, retroactive to

the date of commencement, up to a maximum of two hundred and fifty-five (255) working days.

23:03 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times, check his current balance.

23:04 Recognized days off shall not be deducted from the accumulated sick leave.

23:05 No employee shall draw during their active service with the City accumulated sick leave benefits if their absence from work is not due to illness as supported by the approved certificate of a medical practitioner, if required by the respective Director.

The City shall pay up to forty dollars (\$40) and effective February 1, 2014 increase to forty-five dollars (\$45) for the completion of the City medical form when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

23:06 An employee in receipt of WSIB payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the WSIB shall be deposited with the Employer.

An employee absent on Workers' Compensation shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the Employee that will approximate but not exceed such Employee's net pay.

It is agreed that this amendment is subject to a review of the actual method of calculation and in the event both Parties agree to such calculation, the matter will be finalized by a letter of agreement.

23:07 Sick Leave without Pay: Sick leave without pay may be granted at the sole discretion of the City to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

23:08 Sick leave shall not accumulate during any period of absence from work without pay of thirty (30) days or more, nor during any period for which sick leave is paid.

24:00 PENSIONS

- 24:01 The Council of the City of Sault Ste. Marie has set up a pension plan under the Ontario Municipal Employees Retirement System, which Plan includes employees of the City. The terms of the plan are covered in an agreement between the Council and the O.M.E.R.S., a copy of which will be supplied to each employee contributing to the plan.
- 24:02 The plan shall be made available to all permanent full time employees of the City and shall become part of this Agreement.

25:00 GENERAL CONDITIONS, PRESENT CONDITIONS AND BENEFITS

- 25:01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive, or possess as employees of the City shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the City and the Union.
- 25:02 Proper Accommodation: Proper accommodation shall be provided for all employees of the City to have their meals and keep their clothes.
- 25:03 Employees who voluntarily perform duties other than their regular type of work are to receive the rate of pay normally paid such part time employees who are not classified within this agreement. This is to apply only when an employee performs such duties over and above his regular hours of employment.
- 25:04 The Parties hereby agree that there shall be no restriction on contracting out by the Corporation of their work or services of a kind and to a degree now performed by employees represented herein, provided however, that no permanent employee who has completed four years of service will be laid off due to contracting out.

25.05 Employees may request, in advance, the examination of the Human Resources Department File of his/her record. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Director of Human Resources or designate and the employee.

26:00 TOOLS, EQUIPMENT & CLOTHING

- 26:01 The City will provide all tools and equipment to carry out the work of the City, including rain coats, pants, rubber boots, and rubberized work gloves, for those engaged in work where such clothing is necessary.
- 26:02 The City will provide, where necessary, high-visibility, Class 2, Level 2 coveralls for all its employees.

Employees working in the Forestry group, the following will be considered essential for City work only.

- 2 pairs of chainsaw pants per year
- 2 long sleeve shirts per year
- 1 winter parka every 2nd year
- 1 regular utility jacket or sweatshirt in alternate year of parka and every 2nd year

It is further understood and agreed that any damage not work related or that did not happen at work to city-provided PPE shall be replaced or repaired at the employee's expense.

- 26:03 All permanent and seasonal employees who were such on June 1st each year, will be provided an annual allowance two hundred dollars (\$200.00) for the purchase of one pair of C.S.A. approved safety boots.

26:04 MECHANIC TOOL ALLOWANCE

Effective February 1, 2014 the Tool Allowance of two hundred and twenty-five dollars (\$225) to be paid to employees in the Mechanic Classification.

Tool allowance of two hundred twenty-five dollars (\$225.00) to be paid to repairperson at Cemetery to be paid each year for the life of the agreement.

27:00 INCLEMENT WEATHER

- 27:01 Inside work will be provided for all permanent and seasonal employees if it is not reasonable to work outside during wet, stormy, or extremely cold weather.
- 27:02 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber coats, pants, boots and hats. The City will also equip the trucks with suitable covering to protect the workers riding to and from work.
- 27:03 The City shall provide adequate sanitary facilities where possible, and provide means whereby the workers can change and dry their wet clothing.

28:00 WAGES

- 28:01 Each employee's job shall be described and classified, and a rate of pay applied to each employee.
- 28:02 Standard Hourly Wage Scale

For the term of this collective agreement the following standard hourly wage scale will be in effect for all jobs classified under Appendix "A" of this Agreement.

Job Class	Feb. 1, 2018	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021	Feb. 1, 2022
1	\$23.60	\$24.07	\$24.53	\$24.95	\$25.37
2	\$24.00	\$24.48	\$24.95	\$25.37	\$25.80
3	\$24.40	\$24.89	\$25.36	\$25.79	\$26.23
4	\$24.81	\$25.31	\$25.79	\$26.23	\$26.68
5	\$25.13	\$25.63	\$26.12	\$26.56	\$27.01
6	\$25.56	\$26.07	\$26.57	\$27.02	\$27.48
7	\$25.99	\$26.51	\$27.01	\$27.47	\$27.94
8	\$26.37	\$26.90	\$27.41	\$27.88	\$28.35
9	\$26.78	\$27.32	\$27.84	\$28.31	\$28.79
10	\$27.18	\$27.72	\$28.25	\$28.73	\$29.22
11	\$27.51	\$28.06	\$28.59	\$29.08	\$29.57
12	\$27.91	\$28.47	\$29.01	\$29.50	\$30.00
13	\$28.34	\$28.91	\$29.46	\$29.96	\$30.47
14	\$29.23	\$29.81	\$30.38	\$30.90	\$31.43
15	\$29.99	\$30.59	\$31.17	\$31.70	\$32.24

Facility Operator	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021	Feb. 1, 2022
	\$30.26	\$30.83	\$31.35	\$31.88

Carpenter & Mechanic	May 15, 2020	Feb. 1, 2021	Feb. 1, 2022
	\$32.58	\$33.13	\$33.69

28:03 STUDENTS

28:03(a) Notwithstanding the provisions of Article 28:02 the following additional hourly wage rates shall be in effect.

Job Class	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021	Feb. 1, 2022
1st year	\$14.00	\$14.20	\$14.40	\$14.60
2nd year	\$14.15	\$14.45	\$14.55	\$14.85
3rd year	\$14.50	\$14.65	\$14.75	\$15.05

Student wages are not subject to the general wage increase.

28:03(b) The Union will be notified of students hired to perform work under the Labourer classification identified in Appendix A.

Students shall be covered under the collective agreement solely for the purpose of collecting union dues.

29:00 TERM OF AGREEMENT

- 29:01 This Agreement shall continue in force and effect from February 1st, 2019 until January 31st, 2023. Either party to this Agreement may, not more than ninety (90) days, and not less than thirty (30) days prior to January 31st, 2023 present to the other party in writing proposed terms of a new or further Agreement and/or Amendments to this Agreement and a conference shall be held within fifteen (15) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by January 31st, 2023, this Agreement and all its terms will continue in force until a new Agreement is executed.
- 29:02 Unless either party gives to the other party a written notice of termination or a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

SIGNED, SEALED AND DELIVERED

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

“Christian Provenzano”
MAYOR

“Rachel Tyczinski”
CITY CLERK

**LOCAL NO. 3, CANADIAN UNION OF PUBLIC
EMPLOYEES**

“Paul Beauchamp”
PRESIDENT

“Robert Clement”

“Keven McNama”

“Jennifer Migwans”

APPENDIX "A"

LIST OF THE JOBS COVERED BY THIS AGREEMENT:

<u>DIVISION AND JOB TITLE</u>	<u>JOB CLASS</u>
<u>Parks Division</u>	
Labourer	1
Riding Mower Operator	1
Gardener Trainee (6 months)	6
Utility Arborist Trainee	8
Operator	8
Maintenance Person	8
Gardener	9
Utility Arborist	12
Backhoe Operator	12
Carpenter ¹	15
Carpenter/Cabinet Maker ¹	15
Mechanic ¹	15
<u>Group Leader</u>	
- Sportsfield	10
- Operations (Grass)	10
- Maintenance	10
- Repair/Maintenance	10
- Horticulture	11
- Forestry	14
<u>Cemetery Division</u>	
Labourer	1
Operator	8
Lead Hand	10
Backhoe Operator	12
Mechanical Repairperson	12
Mechanic ¹	15
* Group Leader	14

Employee assigned to operate the Cremator will be paid at Job class 8.

Community Centres Division

Janitor	1
Repairperson	9
Facility Operator (No assigned JC; see separate wage schedule)	
Facility Operator I Trainee Rate	8
Facility Operator II Trainee Rate	9

Please note: Asterisk denotes Group Leader positions, assigned additional supervisory responsibilities.

¹ Effective May 15, 2020 see separate wage schedule for Carpenters and Mechanics

LETTER #1

CLARIFICATION NOTES

RE: FACILITY OPERATOR RATES

Clarification Notes Regarding the Implementation of Facility Operator Trainee Rates.

- Facility Operator Trainee I – JC8

Will be required to successfully complete within twelve (12) months of hiring (1) Certified Pool Operator (CPO) Certificate and (2) Written Examinations of the Technical Safety & Standards Association (TSSA) for the Refrigerator Operator Class “B” Certificate.

Failure to obtain the above noted qualifications within twelve (12) months from the date of hire will result in termination of employment. Termination for failure to obtain the necessary qualifications within the twelve (12) month period will not be subject to the grievance procedure.

In the event the employee was unable to complete the above noted qualifications within the twelve (12) months following hiring due to circumstances beyond the employee’s control, the City reserves the right to extend the twelve (12) month limit in order for an employee to successfully acquire the above noted qualifications.

The Employer and the Union agree that if the course isn’t offered in twelve (12) months there will be an extension granted.

- Facility Operator Trainee II – JC9

Employee must possess the CPO and have successfully passed the written examinations for Refrigeration Operator Class B Certificate.

- Facility Operator

Employee possesses and is expected to maintain valid CPO Certificate and Refrigeration Operator Class B Certificate.

Failure to maintain the requisite qualifications shall result in disciplinary action up to and including discharge.

Transferred Parks Employees

In the event Parks personnel are required to be transferred to Facilities, the employees so transferred shall be assessed against the requirements of Facility Operator and will be paid JC 8, 9 or full Facility Operator rate accordingly.

This provision to be null and void should the parties agree to the transfer of Parks to the jurisdiction of the Local 3 PWT collective agreement.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

“Paul Beauchamp”
“Bob Clement”
“Kevin McNama”
“Jennifer Migwans”
“Felicia Forbes”

FOR THE CITY

“Larry Girardi”
“Susan Hamilton-Beach”
“Jason Mihailiuk”
“Travis Reid”
“Ida Bruno”

LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The parties agree to the following with respect to the Lock Operation:

1. It is understood that the Locks Operation shall be considered to be within the Community Centres Division.
2. Seniority shall be exercised only within the Community Centres Division.
3. With the exception as outlined in item #1 above, it is to be understood that the Lockmaster function will be incorporated into the Facility Operator Classification.
4. In view of the odd hours of operation of the Locks, the parties agree for all Facility Operators at the Locks operation:
 - a) Articles 16 (Hours of Work), 18 (Overtime), and 19 (Premiums) of the Collective Agreement are waived except that the Employer will pay the Sunday Premium per article 19:02
 - b) The parties agree that the hours of operation and therefore the worker's hours of work will be discussed with the employee one week prior to making changes to the schedule. The parties recognize that the normal work day would be a maximum of twelve (12) hours in a given day at regular hourly rate.

Coffee and lunch breaks will be paid and are to be taken on the job.
 - c) The normal work-week shall be Sunday to Saturday.

- d) Hours of work will be an average of forty (40) hours per week over a one hundred and sixty (160) hour cycle.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

“Paul Beauchamp”
“Bob Clement”
“Kevin McNama”
“Jennifer Migwans”
“Felicia Forbes”

FOR THE CITY

“Larry Girardi”
“Susan Hamilton-Beach”
“Jason Mihailiuk”
“Travis Reid”
“Ida Bruno”

LETTER #3

MEMORANDUM OF AGREEMENT

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The following is an agreement by the parties with respect to Mechanics within CUPE Local 3 C.S.D. and is subject to ratification by the Union and the City. The parties agree to unanimously recommend acceptance to their principals. The provisions of the collective agreement apply except as set out below:

1. Duties Parks and Cemetery Mechanics will work on all City equipment as assigned.
2. Hours of Work The Parks Mechanics will be incorporated into the Public Works and Transportation schedule, including shiftwork and standby.
3. Rate of Pay Parks and Cemetery Mechanics will be placed in the new Job Class 15 and will be paid at that rate.
Shift premiums shall be as per the C.S.D. Collective Agreement. (Article 19:01 and 19:02)
4. Call Out The provisions of article 18:02 do not apply. When employees are called from home, they shall receive a minimum of three (3) hours pay at the overtime rate.
5. Stand-By Employees who are on standby shall be paid one (1) hour's pay at their regular rate for each eight (8) hours required to be on standby in addition to the call-out provisions outlined in Item No. 4 above.

This Memorandum of Agreement is exclusive to the Mechanics and is not be construed as precedent setting for other part of the operations.

This memorandum of Agreement shall be in effect until January 31, 2015 and will be subject to the provisions of Article 29:01 for renewal.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

“Paul Beauchamp”
“Bob Clement”
“Kevin McNama”
“Jennifer Migwans”
“Felicia Forbes”

FOR THE CITY

“Larry Girardi”
“Susan Hamilton-Beach”
“Jason Mihailiuk”
“Travis Reid”
“Ida Bruno”

LETTER #4

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

ARENAS AND POOLS

The City has the right to open and manage its facilities and determine staffing as may be required to meet operational demands. It is understood an Operator will be on duty at a scheduled program or event in the facility.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

“Paul Beauchamp”
“Bob Clement”
“Kevin McNama”
“Jennifer Migwans”
“Felicia Forbes”

FOR THE CITY

“Larry Girardi”
“Susan Hamilton-Beach”
“Jason Mihailiuk”
“Travis Reid”
“Ida Bruno”

LETTER #5

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

DUTY TO ACCOMMODATE

The Return to Work Coordinator or designate will request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

- (a) a permanent disability or
 - (b) a temporary disability known at the outset to be for a duration greater than thirty (30) days.
- *The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return to Work Coordinator or designate shall not delay the accommodation process.
 - *Either party may request a re-scheduling of a meeting with notice to the other party within five (5) days of such meeting being scheduled.
 - Both parties recognize the benefits of early and safe return to work and the parties endeavour to schedule meetings to deal with such matters as promptly as possible.

The Union can propose alternative accommodations including entry level positions.

It is understood the employee and union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation.

The Return to Work Coordinator or designate will arrange quarterly meetings with the designated Union Representative to review accommodation activity.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

“Paul Beauchamp”
“Bob Clement”
“Kevin McNama”
“Jennifer Migwans”
“Felicia Forbes”

FOR THE CITY

“Larry Girardi”
“Susan Hamilton-Beach”
“Jason Mihailiuk”
“Travis Reid”
“Ida Bruno”

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

CONSOLIDATION OF THE LOCAL 3 CSD COLLECTIVE AGREEMENT

Whereas the parties agree that it is beneficial to consolidate the Local 3 Community Services Collective Agreement in whole or in part into the Local 3 Public Works and Transportation Collective Agreement the parties agree to form a Committee consisting of Union representatives from Local 3 CSD (3 representatives - one (1) from each of Cemeteries, Parks and Facilities), Local 3 PWT (3 representatives) and representatives of the City for this purpose.

The parties will meet to discuss the possibility of the movement of the Facilities, Parks and Cemeteries Divisions from the CSD agreement into the jurisdiction of the Local 3 PWT collective agreement.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

“Paul Beauchamp”
“Bob Clement”
“Kevin McNama”
“Jennifer Migwans”
“Felicia Forbes”

FOR THE CITY

“Larry Girardi”
“Susan Hamilton-Beach”
“Jason Mihailiuk”
“Travis Reid”
“Ida Bruno”

LETTER #7

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – C.S.D.

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

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

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the

period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one and one-half (1-1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Director and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

“Paul Beauchamp”
“Bob Clement”
“Kevin McNama”
“Jennifer Migwans”
“Felicia Forbes”

FOR THE CITY

“Larry Girardi”
“Susan Hamilton-Beach”
“Jason Mihailiuk”
“Travis Reid”
“Ida Bruno”

LETTER OF UNDERSTANDING #8

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

RE: FACILITY OPERATOR SCHEDULE

Whereas the parties agree that, this LOU will serve as an addendum to Article 16:01;

And Whereas the Union and the City attempt to make the operation more efficient, and provide a better shift schedule for the employees:

And Whereas 16:01 will be altered in the following way:

1. the Facility Operators at the GFL Memorial Gardens will work twelve (12) hour normal scheduled shifts, one (1) week in a pay period will work forty-four (44) hours and the other week in the pay period will be thirty-six (36) hours totaling eighty (80) hours in a pay period;
2. the Facility Operators at the John Rhodes Community Centre will work ten (10) hour normal scheduled shifts, forty (40) hours per week, totaling eighty (80) hours in a pay period
3. the Facility Operators at the Northern Community Centre will remain on the same shift schedule at eight (8) hour regularly scheduled shifts. Forty (40) hours per week, totaling eighty (80) hours in a pay period
4. stats will be paid at whatever rate your normal shift schedule is the shift before and shift after.

And Whereas 18:07 will be altered in the following way:

1. Meal allowance will be granted upon the employee working two (2) hours beyond their normal scheduled shift.

And Whereas 20:00 Vacation

1. Vacation weeks will be taken in allotments of forty (40) hours per week. Eighty (80) hours per pay period. In weeks where you take vacation

during a scheduled thirty-six (36) hour work week – the employee must work a four (4) hour shift in the next pay period and not be compensated for it as they have been already compensated for it. Failure to do so will result in four (4) hours unpaid on their next pay. Where employees are scheduled for forty-four (44) hours, forty (40) will come out of the vacation bank and an additional four (4) hours will be offered to the employee to make up the shortfall.

Whereas, The City retains the right of managing and determining the number of staff required per level.

And Whereas, This agreement will be implemented on Sunday December 2, 2018. There will be no retro-activity.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

“Paul Beauchamp”
“Bob Clement”
“Kevin McNama”
“Jennifer Migwans”
“Felicia Forbes”

FOR THE CITY

“Larry Girardi”
“Susan Hamilton-Beach”
“Jason Mihailiuk”
“Travis Reid”
“Ida Bruno”

NOTES:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-187

AGREEMENT: (H4.2) A by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding.

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 Chief Administrative Officer are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine, dated September 21, 2020, a copy of which is attached as Schedule "A" hereto. This Operating Service Agreement is for Physician Recruitment Funding.

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 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

OPERATING SERVICE AGREEMENT

This Agreement made this 21st day of September 2020.

B E T W E E N:

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

- and -

GROUP HEALTH ASSOCIATION
hereinafter referred to as "GHA"

- and -

SAULT AREA HOSPITAL
hereinafter referred to as "SAH"

- and -

ALGOMA WEST ACADEMY OF MEDICINE
hereinafter referred to as "AWAM"

WHEREAS the above parties agree that the recruitment of physicians is vital to the citizens of Sault Ste. Marie and district;

AND WHEREAS a program is required to attract such physicians to the area;

AND WHEREAS the parties hereto recognize and support the initiative to attract physicians to the area;

NOW THEREFORE the parties hereto agree as follows:

1. This Agreement shall be for a term of one (1) year commencing April 1, 2020 and terminating March 31, 2021.

2. The parties hereto agree that they have the authority to act independently on matters of physician recruitment & retention.

3. The parties hereto shall prepare annually a budget relating to physician recruitment & retention activities for the year.

4. The parties hereto shall forward the City's portion of the budgeted share to City Council at the end of October annually for review, with reference to the Finance Committee, if desired by City Council.

5. The parties hereto shall administer the program for the recruitment & retention of physicians.

6. Payment of expenses related to the program shall be made by SAH upon approved instructions from the Chair, Delegate of the Committee, or Manager of the Physician Recruitment & Retention Program. SAH will ensure all payments are made with due expedience and recorded in an accurate, complete and timely fashion in accordance with generally accepted accounting principles (GAAP).

7. Copies of all original invoices, requests for payment and other instructions documenting financial transactions shall be retained in the Physician Recruitment & Retention office.

8. Original documentation shall be provided by SAH and will be retained in accordance with all privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

9. Upon request of any of the parties hereto, the Physician Recruitment & Retention office shall provide financial documentation. Provision of documentation shall be in accordance with the principles of privacy legislation including MFIPPA and PIPEDA.

10. SAH shall maintain financial records sufficient to produce a monthly statement of income and expenses and any other report that may be reasonably requested by any of the parties hereto, including a list of committed expenses.
11. SAH shall prepare monthly financial reports for the parties hereto as outlined in clause 10 of this Agreement and shall invoice the City for reimbursement monthly. In addition, SAH shall prepare a financial report for the period April 1st to March 31st annually.
12. Upon review and approval, the City shall reimburse SAH for all expenses on the basis of the monthly invoice provided by SAH. Approved expenses include but are not limited to those outlined in Schedule "A" attached hereto.
13. The parties hereto shall inform the City of any commitments for future expenditures negotiated during the operating year but to be paid in future years. The City shall ensure that sufficient funds are retained to fund these future commitments. Contracts for physicians which extend for several years shall be treated as future expenses as outlined in this clause.
14. The City agrees to make an annual contribution of \$90,000 and SAH and GHA agree to make an annual contribution of \$65,000 each on June 1st of each year. The City, SAH and GHA contributions shall be used for the physician recruitment & retention program. AWAM agrees to make satisfactory annual in-kind contributions.
15. Any costs or liabilities incurred by SAH in the administration of this program arising out of decisions made by the parties hereto will be the sole responsibility of the parties hereto.
16. Any of the parties to this Agreement or their agents shall have the right to review any documents or records relating to this program at any time upon

reasonable written request directed to the Chair or Manager of the Physician Recruitment & Retention Program.

17. This Agreement shall not be assigned without prior written consent of all parties hereto.

18. The terms and provisions of this Agreement shall extend to and be binding upon and ensure to the benefit of the parties hereto, their successors and, where permitted, assigns under this contract.

IN WITNESS HEREOF the parties hereto have set their hands and seals this
_____ day of _____, 2020.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Christian Provenzano, Mayor

Malcolm White, CAO

GROUP HEALTH ASSOCIATION

Per:

Alex Lambert, President / CEO

ALGOMA DISTRICT MEDICAL GROUP

Per:

Dr. Jodie Stewart, CEO & Board Chair

SAULT AREA HOSPITAL

Per:

Dr. Andrew Webb, VP Medical Affairs

Dr. Silvana Spadafora, Chief of Staff

ALGOMA WEST ACADEMY OF MEDICINE

Per:

Dr. Tim Best, President

SCHEDULE "A"

A. COSTS ELIGIBLE FOR REIMBURSEMENT WILL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

1. Salaries, wages and benefits including any future amounts due as payment for severance or in lieu of notice. In the event of severance, the City shall be responsible only for that portion of the severance payment that relates to the employee's service with the parties hereto. Prior employment will not be calculated for the City's severance payment.
2. Expenses related to the administration of the program including office costs, minor equipment and professional fees.
3. Costs for advertising and promotion including marketing displays, conferences and meetings and receptions.
4. Recruiting costs including professional recruitment services, travel, site visits and recruitment events.
5. Travel expenses for physicians including transportation, lodging and meals.

B. COSTS INELIGIBLE FOR REIMBURSEMENT WILL INCLUDE:

1. No amount will be charged for rent for office space provided by SAH.
2. No amounts will be charged for utilities or office maintenance provided by SAH.
3. No amounts will be paid for locum costs reimbursable by the Ministry of Health and Long Term Care.
4. No amounts will be paid as the principal of loans.
5. Any costs incurred by physicians other than travel expenses (transportation costs, lodging and meals).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-188

AGREEMENT: A by-law to amend By-law 2020-156 (being a by-law to approve standard form of an Outdoor Patio Agreement and Delegation).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. BY-LAW 2020-156 AMENDED

A) Section 19 of Schedule “B” Liability and Insurance is amended as follows:

Delete

“The Licencee shall keep in force during the term of this Licence Agreement property damage and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million (\$2,000,000.00) if not a licenced Outdoor Patio or Five Million (\$5,000,000.00) Dollars if a licenced Outdoor Patio or an Outdoor Patio that uses all or part of a Parking Bay, the determination of which shall be at the sole discretion of the City, and name the City as “Additional Insured” to same. Proof of said insurance shall be filed with the Planning Division of the City of Sault Ste. Marie on or before the Commencement Date.”

and Add

“The Licencee shall keep in force during the term of this Licence Agreement property damage and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million (\$2,000,000.00) and name the City as “Additional Insured” to same. Proof of said insurance shall be filed with the Planning Division of the City of Sault Ste. Marie on or before the Commencement Date.”

SCHEDULE “B” SIDEWALK PATIOS REQUIREMENTS & GUIDELINES

B) Page 14, Paragraph 11 of Schedule “B” Sidewalk Patios Requirements & Guidelines of By-law 2020-156 is amended as follows:

Delete

“Applicants must maintain a minimum liability insurance of \$2,000,000.00.”

2. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-189

AGREEMENT: A by-law to amend By-law 2020-139 (being a by-law to approve standard form Amending Agreement and Delegation).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. BY-LAW 2020-139 AMENDED

Section 17 of Schedule “D” to By-law 2020-139 is amended as follows:

Delete

“The Licencee(s) shall keep in force during the Term, property damage insurance and general liability insurance including claims for bodily injury, death or property damage occurring on the Subject Property in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as “Additional Insured” to same. Proof of said insurance shall be filed with the City Community Development & Enterprise Services Department on or before **Due Date**. Should the Licencee(s) cancel the said insurance policy for any reason, the Licencee(s) must give the City thirty (30) days’ written notice prior to cancellation.”

and Add

“The Licencee(s) for an “Extended Patio Area” or “Pop Up Patio” shall keep in force during the Term, property damage insurance and general liability insurance including claims for bodily injury, death or property damage occurring on the Subject Property in an amount not less than Two Million (\$2,000,000.00) Dollars and name the City as “Additional Insured” to same. For all other events such as Temporary Street Closures and for use of Tents and/or Inflatable structures, the Licencee(s) shall keep in force during the Term, property damage insurance and general liability insurance including claims for bodily injury, death or property damage occurring on the Subject Property in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as “Additional Insured” to same. Proof of said insurance shall be filed with the City Community Development & Enterprise Services Department on or before **Due Date**. Should the Licencee(s) cancel the said insurance policy for any reason, the Licencee(s) must give the City thirty (30) days’ written notice prior to cancellation.”

2. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI