



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

Monday, April 27, 2020

4:30 pm

Council Chambers

Civic Centre

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Pages

1.	<b>Adoption of Minutes</b>	11 - 21
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Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the Minutes of the Regular Council Meeting of 2020 04 06 be approved.

2.	<b>Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>
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3.	<b>Declaration of Pecuniary Interest</b>
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4.	<b>Approve Agenda as Presented</b>
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Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the Agenda for 2020 04 27 City Council Meeting as presented be approved.

5.	<b>Proclamations/Delegations</b>
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5.1	<b>Day of Mourning</b>
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6.	<b>Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>
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Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that all the items listed under date 2020 04 27 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1	<b>Appointment of Municipal Auditor</b>	22 - 23
	A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.	
	The relevant By-law 2020-100 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.2	<b>Year End Financial Report – December 31, 2019</b>	24 - 43
	A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Dufour	
	Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 04 27 regarding 2019 surplus be received and that the recommendation to revise the Surplus Policy for the 2019 fiscal year to 100% allocation to the Tax Stabilization Reserve and the year end reserve transfers be approved.	
6.3	<b>2020 Tax Rates</b>	44 - 49
	A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.	
	The relevant By-laws 2020-88, 2020-89 and 2020-90 are listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.4	<b>2020 Property Tax Capping Options</b>	50 - 53
	A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.	
	The relevant By-law 2020-91 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.5	<b>Property Tax Appeals</b>	54 - 56
	A report of the Manager of Taxation is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Dufour	
	Resolved that the report of the Manager of Taxation dated 2020 04 27 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the <i>Municipal Act</i> .	
6.6	<b>2020 Queenstown Board of Management (O/A The Downtown Association)</b>	57 - 74

## **Budget and 2019 Audit Report**

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

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 04 27 concerning the Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statements for the year 2019 be received and the recommendation that the Downtown Association Budget for the year 2020 be approved.

<b>6.7</b>	<b>RFQ – Annual Maintenance and Subscription Fees – Dynamics GP</b>	<b>75 - 76</b>
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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 04 27 be received and that the quotation submitted by CentralSquare Canada Software Inc. for Dynamics GP maintenance and subscription fees for the one-year period commencing May 31, 2020 at the quoted cost of \$89,064.51 plus HST be approved on a sole source basis.

<b>6.8</b>	<b>Tender for Asphalt</b>	<b>77 - 79</b>
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A report of the Manager of Purchasing is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated 2020 04 27 be received and that the tender submitted by Trimount Construction for the supply of asphalt for the 2020 construction season commencing May 1, 2020 at the tendered pricing plus HST be approved.

<b>6.9</b>	<b>Tender for Ready-Mix Concrete</b>	<b>80 - 82</b>
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A report of the Manager of Purchasing is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Manager of Purchasing dated 2020 04 27 be received and that the tender submitted by Lafarge for the supply of Ready Mix Concrete for the 2020 construction season commencing May 1, 2020 at the tendered pricing plus HST be approved.

6.10	<b>Factory Rebuild of Trackless Municipal Tractor</b>	83 - 85
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Manager of Purchasing dated 2020 04 27 be received and that the quotation submitted by Work Equipment Ltd. in the amount of \$147,880.00 plus HST for the factory rebuild of a city-owned trackless municipal tractor plus attachments for use by Public Works on a sole source basis be accepted.	
6.11	<b>Northern Transfer Point</b>	86 - 88
	A report of the Director of Community Services is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Dufour	
	Resolved that the report of the Director of Community Services dated 2020 04 27 concerning the Northern Transfer Point consultant selection be received, and that Council authorize extending KRESIN Engineering Corporation's fees on the Northern Avenue Improvements project by \$27,700 to include the Northern Transfer Point tendering and contract administration.	
6.12	<b>2020 Biennial Bridge and Aqueduct Inspections</b>	89 - 90
	A report of the Municipal Services Engineer is attached for the consideration of Council.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Municipal Services Engineer dated 2020 04 27 be received and that the City enter into an agreement for professional services with Tulloch Engineering for the 2020 biennial bridge and aqueduct inspections for the fee of \$68,210 plus HST.	
6.13	<b>Sixth Avenue Reconstruction</b>	91 - 92
	A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.	
	The relevant By-law 2020-97 authorizing execution of a contract with Avery Construction Limited is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
	The relevant By-law 2020-98 authorizing the closure of Sixth Avenue between Wallace Terrace and Devon Road from May 1, 2020 until October 31, 2020 is listed under item 11 of the Agenda and will be read with all by-laws under that	

item.

6.14	<b>Fuel Agreement – DSSMSSAB and City of Sault Ste. Marie</b>	93 - 94
	A report of the Fire Chief is attached for the consideration of Council.	
	The relevant By-law 2020-87 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.15	<b>Fourth Amending Agreement – The Federal Bridge Corporation Limited</b>	95 - 96
	A report of the Assistant City Solicitor / Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2020-95 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
7.	<b>Reports of City Departments, Boards and Committees</b>	
7.1	<b>Administration</b>	
7.1.1	<b>COVID-19 Update and Financial Impacts</b>	97 - 100
	A report of the CAO is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Dufour	
	Resolved that the report of the CAO dated 2020 04 27 concerning COVID-19 Update and Financial Impacts be received as information.	
7.1.1.1	<b><i>COVID-19 Update PowerPoint</i></b>	101 - 109
7.1.2	<b>Business Support During COVID-19</b>	110 - 113
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 04 27 concerning Business Support During COVID-19 Outbreak be received as information.	
7.1.3	<b>Lease Agreement Suspension Due to COVID-19</b>	114 - 115
	A report of the Director of Community Services is attached for the consideration of Council.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Vezeau-Allen	

Resolved that the report of the Director of Community Services dated 2020 04 27 concerning lease agreements at the John Rhodes Community Centre be received and that Council approve the suspension of four lease agreements due to the COVID-19 pandemic effective March 16, 2020.

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.4 Public Works and Engineering Services**

**7.5 Fire Services**

**7.6 Legal**

**7.7 Planning**

**7.8 Boards and Committees**

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

**8.1 Waiving Interest on Taxes**

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Whereas on March 23, 2020 Council agreed to waive interest and penalties on late payment of the May 5, 2020 tax installment until June 2020; and

Whereas it appears the COVID-19 pandemic will take much longer than originally anticipated to subside and return to a more normal economy in Sault Ste. Marie and across Canada;

Now Therefore Be It Resolved that Council extend the date by which residents can defer their tax payments without interest and penalties to August 5, 2020.

**8.2 Sewer Surcharge**

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Whereas the 2019 novel coronavirus (COVID-19) has impacted people all over the world including our own community of Sault Ste. Marie; and

Whereas the Province has enacted a declaration of emergency to help contain the spread of COVID-19; and

Whereas as a result of the declaration many businesses were required to close, allowing only essential businesses to remain open; and

Whereas the closing of all but essential business has resulted in significant unemployment, and has caused significant financial difficulty for both employers and employees; and

Whereas over the last several weeks the Federal and Provincial Governments have rolled out numerous support programs for both employers and employees; and

Whereas it is the desire of the Sault Ste. Marie City Council to find ways in which we can help and support those in need during these difficult times of the COVID-19 pandemic;

Now Therefore Be It Resolved that City Council suspend the collection of the City of Sault Ste. Marie sewer surcharge for the months of April and May 2020;

Further Be It Resolved that should the declaration of emergency carry on for an extended amount of time, that Council revisit the collection of the sewer surcharge at that time.

**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 C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date 2020 04 27 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 2020-87 (Agreement) DSSAB Fuel Supply**

116 - 122

A report from the Fire Chief is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-87 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board to enable Emergency Medical Services (EMS) to continue to utilize the existing fuel supply located at Fire Services be passed in open Council this 27th day of April, 2020.

**11.1.2 By-law 2020-88 (Taxes) Adoption of Property Tax Rates**

123 - 124

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

Mover Councillor C. Gardi  
Seconder Councillor L. Vezeau-Allen  
Resolved that By-law 2020-88 being a by-law to provide for the adoption of property tax rates for 2020 be passed in open Council this 27th day of April, 2020.

11.1.3	<b>By-law 2020-89 (Taxes) Adoption of Tax Ratios</b>	125 - 126
A report from the Chief Financial Officer and Treasurer is on the Agenda.		
	Mover Councillor C. Gardi Seconder Councillor L. Vezeau-Allen Resolved that By-law 2020-89 being a by-law to provide for the adoption of tax ratios be passed in open Council this 27th day of April, 2020.	
11.1.4	<b>By-law 2020-90 (Taxes) Final Tax Billing</b>	127 - 128
A report from the Chief Financial Officer and Treasurer is on the Agenda.		
	Mover Councillor C. Gardi Seconder Councillor L. Vezeau-Allen Resolved that By-law 2020-90 being a by-law to provide for 2020 final tax billing be passed in open Council this 27th day of April, 2020.	
11.1.5	<b>By-law 2020-91 (Taxes) Tax Capping Options</b>	129 - 131
A report from the Chief Financial Officer and Treasurer is on the Agenda.		
	Mover Councillor C. Gardi Seconder Councillor L. Vezeau-Allen Resolved that By-law 2020-91 being a by-law to adopt optional tools for the purposes of administering limits for the Commercial, Industrial and Multi-Residential Property classes be passed in open Council this 27th day of April, 2020.	
11.1.6	<b>By-law 2020-94 (Agreement) Unifor Paramedics</b>	132 - 196
Council Report was passed by Council Resolution on October 7, 2019.		
	Mover Councillor C. Gardi Seconder Councillor L. Vezeau-Allen Resolved that By-law 2020-94 being a by-law to authorize the execution of the Agreement between the City and Unifor Paramedics Local 1359 for the term of April 1, 2017 to March 31, 2020 be passed in open Council this 27th day of April, 2020.	
11.1.7	<b>By-law 2020-95 (Agreement) Federal Bridge Corporation (Fourth Amendment)</b>	197 - 201

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-95 being a by-law to authorize the execution of the Fourth Amending Agreement between the City and The Federal Bridge Corporation Limited to amend the License Agreement dated December 11, 2017, as amended by an Amending Agreement dated December 10, 2018, the Second Amending Agreement dated May 6, 2019, and the Third Amending Agreement dated December 2, 2019, to extend the expiry date of this License Agreement to permit the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited be passed in open Council this 27th day of April, 2020.

- 11.1.8      **By-law 2020-96 (Agreement) Sault Area Hospital**      202 - 205

A report from the CAO is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-96 being a by-law to authorize the execution of the Agreement between the City and Sault Area Hospital for evacuation protocol with various partners throughout the Community in an emergency situation be passed in open Council this 27th day of April, 2020.

- 11.1.9      **By-law 2020-97 (Agreement) Sixth Avenue Reconstruction**      206 - 208

A report from the Manager and Design of Transportation Engineering is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-97 being a by-law to authorize the execution of the Agreement between the City and Avery Construction Limited for the reconstruction of Sixth Avenue from Wallace Terrace to Devon Road (Contract 2020-1E) be passed in open Council this 27th day of April, 2020.

- 11.1.10      **By-law 2020-98 (Temporary Street Closing) Sixth Avenue**      209 - 209

A report from the Manager of Design and Transportation Engineering is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-98 being a by-law to permit the temporary closing of Sixth Avenue between Wallace Terrace and Devon Road from May 1, 2020 until October 31, 2020 for the reconstruction of Sixth Avenue be passed in open Council this 27th day of April, 2020.

11.1.11

**By-law 2020-100 (Finance) KPMG Municipal Auditor**

210 - 210

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2020-100 being a by-law to appoint the firm of KPMG LLP as a municipal auditor to provide External Audit Services as required by the City of Sault Ste. Marie be passed in open Council this 27th day of April, 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 M. Scott

Seconder Councillor L. Dufour

Resolved that this Council proceed into closed session to discuss:

- two property acquisitions;
- labour relations matters; and
- advice 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) (c) a proposed or pending acquisition or disposition of land by the municipality or local board; (d) labour relations or employee negotiations; (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose*

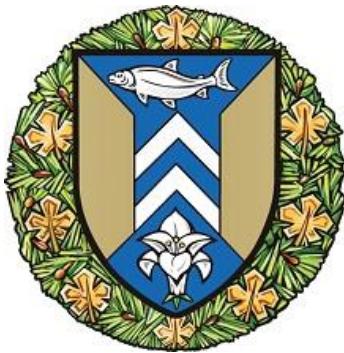
14.

**Adjournment**

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that this Council now adjourn.



## REGULAR MEETING OF CITY COUNCIL

### MINUTES

Monday, April 6, 2020

4:30 pm

Council Chambers

Civic Centre

***by teleconference***

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor D. Hilsinger, 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, S. Hamilton Beach, D. Elliott, F. Coccimiglio, B. Lamming, T. Vecchio, M. Zuppa

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### 13. Closed Session

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council proceed into closed session to discuss:

- labour relations matters; and
- a matter concerning financial information of a local board

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; (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value.*

**1. Adoption of Minutes**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of 2020 03 23 be approved.

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

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

Individual members of Council were each given the opportunity to speak regarding the COVID-19 pandemic and its impacts on the community, also to reinforce Algoma Public Health messaging regarding staying home, etc.

**3. Declaration of Pecuniary Interest**

**3.1 Councillor M. Shoemaker – PUC Inc.**

PUC Inc. is a client of law firm.

**3.2 Councillor M. Shoemaker – PUC Inc. Shareholder Meeting**

PUC Inc. is a client of law firm.

**3.3 Councillor M. Shoemaker – Second Avenue Reconstruction**

Contractor awarded is a client of law firm.

**3.4 Councillor M. Shoemaker – By-law 2020-85 (Agreement) Reconstruction of Second Avenue (Contract 2020-2E)**

Contractor is a client of law firm.

**4. Approve Agenda as Presented**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the Agenda for 2020 04 06 City Council Meeting as presented be approved.

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

**5. Proclamations/Delegations**

**5.1 Parkinson's Awareness Month**

**5.2 PUC Inc.**

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

Robert Brewer, President and CEO was 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 04 06 – Agenda item 6 – Consent Agenda be approved as recommended.

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

## **6.1 Tender for Selected Granular Materials**

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

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

Resolved that the report of the Manager of Purchasing dated 2020 04 06 be received and that the tender for the supply of selected granular materials for the 2020 and 2021 seasons be awarded on an as-required basis with staff to use all pricing supplied, along with City job site location and availability determined by the Superintendent of Public Works and his staff for the lowest cost rating for each job as they arise;

Further that the City's requirements for blast furnace slag be awarded to Inter-Ontario Equipment Rental and Repair Ltd. for a period of one (1) year at their tendered prices of \$7.45 per tonne for 7/8" minus granular "A", and \$7.30 per tonne plus HST for nut slag, on a sole source basis.

**Carried**

## **6.2 Public Works Operational Delays Due to COVID-19**

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

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

Resolved that the report of the Director of Public Works dated 2020 04 06 be received and that Council approve the delay in the start of waste management services including the Household Hazardous Waste Depot, Landfill Saturday service and leaf and yard waste collection in addition to the delay in the opening of the Pointe des Chenes campground until further public announcement due to COVID-19 pandemic.

**Carried**

### **6.3 Second Avenue Reconstruction**

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

The relevant By-law 2020-85 authorizing execution of Contract 2020-2E and By-law 2020-86 authorizing the road closure of Second Avenue between Second Line West and Connaught Avenue from May 1, 2020 until October 31, 2020 are 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**

### **7.7 Planning**

#### **7.7.1 A-1-20-Z 25 Donna Drive (1890714 Ontario Inc.)**

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 04 06 concerning Rezoning Application A-1-20-Z be received and that Council postpone this application indefinitely.

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

## 7.8 Boards and Committees

### 7.8.1 PUC Inc. Shareholder Meeting

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

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

Further Be It Resolved that City Council appoints Mayor Christian Provenzano as Council's proxy to vote on the resolutions of the shareholder of PUC Inc.

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

### **7.8.1.1 Shareholder's Resolutions**

*Resolved* that the shareholder of PUC Inc.:

- approves the strategy of increasing cash reserves given the turbulent times
- approves the strategy to provide customer support through additional credit terms and flexible payment options
- approves the negotiation and finalization of the additional credit line for \$4.5 million
- approves the drawdown of the Ontario Infrastructure and Lands Corporation Credit Facility of \$5.8 million

*Resolved* that, on the recommendation of PUC Inc. and PUC Distribution Inc. Board of Directors, the shareholder approve the establishment of the Ontario Infrastructure and Lands Corporation credit facility as presented.

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

### **8.1 Stop Sign at Illinois Avenue and Texas Avenue**

Moved by: Councillor P. Christian

Seconded by: Councillor S. Hollingsworth

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.

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

## 8.2 Local COVID-19 Heroes

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor L. Dufour

Whereas the COVID-19 pandemic has greatly affected the day to day lives of not just our global community, but our local community of Sault Ste Marie; and

Whereas the pandemic has created difficulty for many in our community to access day to day living essentials and many essential workers put themselves at risk daily; and

Whereas they have been many reports of individuals, groups, organizations and businesses going above and beyond to assist their neighbours or recognize the difficult work of our front-line workers, grocery retail staff and other essential service workers;

Now Therefore Be It Resolved that amidst the COVID-19 pandemic, the City of Sault Ste Marie establish an honorary award for these unsung heroes at this time and strike a subcommittee to receive nominations and establish criteria for our local heroes of COVID-19 in our community of Sault Ste. Marie.

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

Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>
			<b>Carried</b>

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**
  - 11.1 **By-laws before Council to be passed which do not require more than a simple majority**
    - 11.1.1 **By-law 2020-85 (Agreement) Reconstruction of Second Avenue (Contract 2020-2E)**

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

The report from the Manager of Design and Transportation Engineering was on the Agenda.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-85 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Second Avenue from Second Line West to Connaught Avenue (Contract 2020-2E) be passed in open Council this 6th day of April, 2020.

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

Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>
			<b>Carried</b>

#### **11.1.2 By-law 2020-86 (Street Closing) Second Avenue**

The report from the Manager of Design and Transportation Engineering was on the Agenda.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2020-86 being a by-law to permit the temporary closing of Second Avenue from Second Line West to Connaught Avenue from May 1, 2020 until October 31, 2020 for the reconstruction of Second Avenue be passed in open Council this 6th day of April, 2020.

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

- 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**
- 14. Adjournment**

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

Resolved that this Council now adjourn.

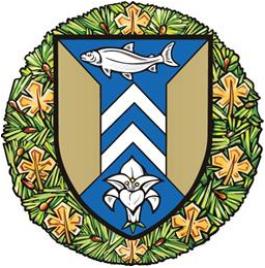
<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor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

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\_\_\_\_\_  
Mayor

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



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

### C O U N C I L   R E P O R T

April 27, 2020

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Shelley J. Schell CPA, CA Chief Financial Officer &  
Treasurer  
DEPARTMENT: Corporate Services  
RE: Appointment of Municipal Auditor

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#### **PURPOSE**

The purpose of this report is to seek Council approval of the one year extension of External Audit Services contract and appointment of the municipal auditor.

#### **BACKGROUND**

On September 15, 2015 Council approved the provision of External Audit Services to KPMG LLP for a five year period commencing with the 2015 year end with an additional two year extension by mutual agreement.

#### **ANALYSIS**

The Finance Committee met on February 26, 2020 and passed the following motion:

Moved by: D. Hilsinger  
Seconded by: M. Bruni

The Finance Committee recommends to Council to extend the appointment of KPMG LLP, the external municipal for the City of Sault Ste. Marie and all its related Companies and Boards, for the fiscal year 2020.

#### **FINANCIAL IMPLICATIONS**

Fees of \$142,000 plus HST will be billed for these services. The City will be responsible for fees of approximately \$70,400 plus HST for the 2020 year end audit; with its Boards and Agencies responsible for the balance.

Appointment of Municipal Auditor

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**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

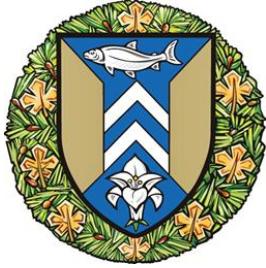
It is therefore recommended that Council take the following action:

The relevant By-law 2020-100 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@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

April 27, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Shelley J Schell, CPA CA Chief Financial Officer & Treasurer

DEPARTMENT: Corporate Services

RE: Year End Financial Report – December 31, 2019

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### PURPOSE

The purpose of this report is to provide the Year End Financial Report to December 31, 2019, seek Council approval of 2019 year end reserve transfers and to revise the Surplus Policy for the fiscal year 2019.

### BACKGROUND

Council approved the Surplus Policy on September 11, 2017, which provided that any surplus would be allocated as follows:

- 40% to Tax Stabilization Reserve
- 30% to Capital Reserves
- 30% to Long Term Debt

As at December 31, 2019, the unaudited surplus for the year is \$419,316. The audited financial statements will be brought back to Council once the external audit is finalized.

### ANALYSIS

#### Year End Financial Summary

The Third Quarter Financial Report presented to Council on November 4, 2019, conservatively estimated a surplus of up to \$500,000, with the actual being slightly less at \$419,316. The detailed financial report is included in Appendix A.

Year End Financial Report – December 31, 2019

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The main variances that account for the 2019 surplus includes, in \$(000,000):

Retiree Benefits	(\$0.3)
Winter Control	(\$1.5)
Community Centres	\$0.6
Insurance Premium/Claims	\$0.3
Long Term Care Home mitigation funding-one time funding extended for one more year	\$0.5
Local Board-Police Services negative variance	(\$0.8)
Supplementary Tax Billings	\$0.3
Waste Management	\$0.3
Interest Income- Bank	\$0.6
Cost Saving Gapping Measures - corporate wide	\$0.4
Active Employee Healthcare Benefits	\$0.4
Tax Allowance	(\$0.4)
<b>TOTAL</b>	<b>\$0.4</b>

Year end reserve transfers for 2019 are reflected in Appendix B.

Surplus Policy

The COVID-19 pandemic is significantly impacting the community. The City is maintaining essential services for the community but at the same time many businesses are required to close or reduce their services resulting in citizens being laid off from their jobs. The citizens and businesses of Sault Ste. Marie are financially impacted which has led to Council passing amendments that in effect defer tax payments by reducing interest charges to 0% up to May 31, 2020. Elsewhere on the agenda an extension of the waiving of interest is presented and this will continue impact the City's operational budget and cashflow.

Additional costs and the decrease in revenues for City services will significantly impact the municipal budget for 2020. Finance staff are currently assessing and analyzing various scenarios and the potential impacts. Preservation of cash will be prioritized as the pandemic continues in order to meet the City's cashflow requirements. There is a plausible scenario that the 2020 fiscal year will result in a deficit position due to the impact of COVID-19, particularly if it continues for a substantial period.

Ontario municipalities must maintain a balanced budget and any deficits incurred must be added to the next fiscal year, resulting in a higher levy. Staff is recommending that Council revise the Surplus Policy for the 2019 fiscal year to

have the full surplus allocated to the Tax Stabilization Reserve. This will provide Council some additional availability of funds to address potential deficits and cashflow requirements.

## **FINANCIAL IMPLICATIONS**

The change in the Surplus Policy to fully allocate the 2019 surplus to the Tax Stabilization Reserve will not impact the 2019 fiscal year results.

## **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 regarding 2019 surplus be received and that the recommendation to revise the Surplus Policy for the 2019 fiscal year to 100% allocation to the Tax Stabilization Reserve and the year end reserve transfers be approved.

Respectfully submitted,



Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)

**CITY OF SAULT STE. MARIE**

2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage Budget-Rem</b>	<b>2018 Actual To:</b>	<b>2018 Actual</b>	<b>Budget</b>	<b>Percentage Budget-Rem</b>
	Actual	2019	0.0%	December	Year End	2018	YTD 2018	
<b>REVENUE</b>								
Taxation	(\$117,484,711.15)	(\$117,173,658.00)	\$311,053.15	(0.27%)	<b>(\$113,693,255.17)</b>	<b>(\$113,693,255.17)</b>	(\$113,241,817.65)	(0.40%)
Payment in Lieu of taxes	(\$4,347,638.03)	(\$4,366,415.00)	(\$18,776.97)	0.43%	<b>(\$4,366,620.12)</b>	<b>(\$4,366,620.12)</b>	(\$4,160,860.00)	(4.95%)
Fees and user charges	(\$36,658,056.44)	(\$36,806,732.00)	(\$148,675.56)	0.40%	<b>(\$35,887,538.81)</b>	<b>(\$35,887,538.81)</b>	(\$35,835,673.12)	(0.14%)
Government grants	(\$20,746,197.27)	(\$20,497,434.00)	\$248,763.27	(1.21%)	<b>(\$20,762,088.95)</b>	<b>(\$20,762,088.95)</b>	(\$19,977,639.54)	(3.93%)
Interest and Investment income	(\$5,355,145.41)	(\$4,320,000.00)	\$1,035,145.41	(23.96%)	<b>(\$7,110,245.98)</b>	<b>(\$7,110,245.98)</b>	(\$4,305,000.00)	(65.16%)
Contribution from own funds	(\$3,529,783.86)	(\$165,500.00)	\$3,364,283.86	(2,032.80%)	<b>(\$2,001,231.93)</b>	<b>(\$2,001,231.93)</b>	(\$375,500.00)	(432.95%)
Other income	(\$3,416,087.14)	(\$3,030,000.00)	\$386,087.14	(12.74%)	<b>(\$2,488,282.19)</b>	<b>(\$2,488,282.19)</b>	(\$1,695,350.00)	(46.77%)
Change in future employee benefits	(\$15,294.99)		\$15,294.99	0.00%	<b>(\$220,275.58)</b>	<b>(\$220,275.58)</b>		0.00%
	<b>(\$191,552,914.29)</b>	<b>(\$186,359,739.00)</b>	<b>\$5,193,175.29</b>	<b>(2.79%)</b>	<b>(\$186,529,538.73)</b>	<b>(\$186,529,538.73)</b>	<b>(\$179,591,840.31)</b>	<b>(3.86%)</b>
<b>EXPENDITURES</b>								
Salaries	\$76,322,454.83	\$70,342,106.00	(\$5,980,348.83)	(8.50%)	<b>\$69,377,717.73</b>	<b>\$69,377,717.73</b>	\$69,316,756.64	(0.09%)
Benefits	\$18,608,813.63	\$20,425,894.00	\$1,817,080.37	8.90%	<b>\$18,701,341.50</b>	<b>\$18,701,341.50</b>	\$19,026,455.49	1.71%
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$94,931,268.46</b>	<b>\$90,768,000.00</b>	<b>(\$4,163,268.46)</b>	<b>(4.59%)</b>	<b>\$88,079,059.23</b>	<b>\$88,079,059.23</b>	<b>\$88,343,212.13</b>	<b>0.30%</b>
Travel and training	\$753,230.43	\$1,085,934.00	\$332,703.57	30.64%	<b>\$639,464.71</b>	<b>\$639,464.71</b>	\$864,940.00	26.07%
Vehicle allowance, maintenance and repairs	\$6,506,225.37	\$4,147,119.00	(\$2,359,106.37)	(56.89%)	<b>\$5,196,442.13</b>	<b>\$5,196,442.13</b>	\$3,948,090.00	(31.62%)
Utilities and Fuel	\$10,048,471.13	\$10,727,160.00	\$678,688.87	6.33%	<b>\$10,732,297.83</b>	<b>\$10,732,297.83</b>	\$10,490,322.00	(2.31%)
Materials and supplies	\$7,189,404.20	\$6,519,566.00	(\$689,838.20)	(10.27%)	<b>\$7,236,303.74</b>	<b>\$7,236,303.74</b>	\$6,688,615.72	(8.19%)
Maintenance and repairs	\$2,621,649.94	\$2,560,978.00	(\$60,671.94)	(2.37%)	<b>\$2,445,989.69</b>	<b>\$2,445,989.69</b>	\$2,550,111.00	4.08%
Program expenses	\$947,926.75	\$922,725.00	(\$25,201.75)	(2.73%)	<b>\$215,839.06</b>	<b>\$215,839.06</b>	\$182,372.00	(18.35%)
Goods for resale	\$610,810.99	\$600,690.00	(\$10,120.99)	(1.68%)	<b>\$666,064.93</b>	<b>\$666,064.93</b>	\$623,925.00	(6.75%)
Rents and leases	\$168,312.41	\$224,645.00	\$56,332.59	25.08%	<b>\$236,830.21</b>	<b>\$236,830.21</b>	\$227,645.00	(4.03%)
Taxes and licenses	\$1,591,833.29	\$1,913,884.00	\$322,050.71	16.83%	<b>\$1,899,357.51</b>	<b>\$1,899,357.51</b>	\$2,206,045.00	13.90%
Financial expenses	\$3,572,341.07	\$2,647,601.00	(\$924,740.07)	(34.93%)	<b>\$4,241,801.30</b>	<b>\$4,241,801.30</b>	\$2,649,460.46	(60.10%)
Purchased and contracted services	\$10,412,722.74	\$10,452,173.00	\$39,450.26	0.38%	<b>\$10,194,616.30</b>	<b>\$10,194,616.30</b>	\$10,387,206.00	1.85%
Grants to others	\$26,462,042.48	\$26,641,187.00	\$179,144.52	0.67%	<b>\$26,117,704.51</b>	<b>\$26,117,704.51</b>	\$25,973,080.00	(0.56%)
Long term debt	\$2,867,066.52	\$2,875,685.00	\$8,618.48	0.30%	<b>\$3,243,871.52</b>	<b>\$3,243,871.52</b>	\$3,252,490.00	0.26%
Transfer to own funds	\$22,005,584.18	\$23,641,782.00	\$1,636,197.82	6.92%	<b>\$24,375,298.01</b>	<b>\$24,375,298.01</b>	\$20,521,448.00	(18.78%)
Capital expense	\$1,223,793.70	\$850,740.00	(\$373,053.70)	(43.85%)	<b>\$1,649,216.80</b>	<b>\$1,649,216.80</b>	\$903,008.00	(82.64%)
Depreciation			\$0.00	0.00%	<b>\$16,644,662.19</b>	<b>\$16,644,662.19</b>		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	<b>(\$155,836.10)</b>	<b>(\$155,836.10)</b>		0.00%
Clearing accounts			\$0.00	0.00%				0.00%
Less: recoverable costs	(\$779,085.35)	(\$220,130.00)	\$558,955.35	(253.92%)	<b>(\$640,618.75)</b>	<b>(\$640,618.75)</b>	<b>(\$220,130.00)</b>	<b>(191.02%)</b>
<b>TOTAL OTHER EXPENSES</b>	<b>\$96,202,329.85</b>	<b>\$95,591,739.00</b>	<b>(\$610,590.85)</b>	<b>(0.64%)</b>	<b>\$114,939,305.59</b>	<b>\$114,939,305.59</b>	<b>\$91,248,628.18</b>	<b>(25.96%)</b>
	<b>\$191,133,598.31</b>	<b>\$186,359,739.00</b>	<b>(\$4,773,859.31)</b>	<b>(2.56%)</b>	<b>\$203,018,364.82</b>	<b>\$203,018,364.82</b>	<b>\$179,591,840.31</b>	<b>(13.04%)</b>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>(\$419,315.98)</b>	<b>\$0.00</b>	<b>\$419,315.98</b>	<b>0.00%</b>	<b>\$16,488,826.09</b>	<b>\$16,488,826.09</b>	<b>\$0.00</b>	<b>0.00%</b>
Mayor and Council	572,544.23	700,562.00	128,017.77					
Chief Administrative Officer	495,933.74	383,003.00	(112,930.74)					
Corporate Services	10,554,245.19	10,492,367.00	(61,878.19)					
Legal	924,040.03	1,103,843.00	179,802.97					
Fire Services	15,926,116.96	13,513,073.00	(2,413,043.96)					
Public Works and Engineering	43,331,895.17	42,869,503.00	(462,392.17)					
Community Development and Enterprise Services	12,994,808.46	13,828,597.00	833,788.54					
Levy Board	21,088,928.00	21,257,110.00	168,182.00					
Outside Agencies	30,009,763.83	29,247,005.00	(762,758.83)					
Outside Agencies - Other	1,492,066.38	1,492,056.00	(10.38)					
Economic Diversification	500,000.00	500,000.00	-					
Corporate	(147,098,246.96)	(144,155,384.00)	2,942,862.96					
Capital and Debt	8,788,588.99	8,768,265.00	(20,323.99)					
	<b>(419,315.98)</b>	-	<b>419,315.98</b>					

**MAYOR AND COUNCIL**

2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage</b>	<b>2018</b>	<b>2018</b>	<b>Percentage</b>	
	Actual	2019		Budget-Rem	Actual To: December	Actual Year End	Budget 2018	Budget-Rem YTD 2018
<b>REVENUE</b>				0.0%				
Contribution from own funds	(\$13,406.17)		\$13,406.17	0.00%	(\$4,260.65)	(\$4,260.65)		0.00%
		\$0.00	\$13,406.17	0.00%	(\$4,260.65)	(\$4,260.65)	\$0.00	0.00%
<b>EXPENDITURES</b>								
Salaries	\$400,570.59	\$453,967.00	\$53,396.41	11.76%	\$486,803.59	\$486,803.59	\$493,280.00	1.31%
Benefits	\$56,956.30	\$55,817.00	(\$1,139.30)	(2.04%)	\$51,766.22	\$51,766.22	\$71,371.49	27.47%
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$457,526.89</b>	<b>\$509,784.00</b>	<b>\$52,257.11</b>	<b>10.25%</b>	<b>\$538,569.81</b>	<b>\$538,569.81</b>	<b>\$564,651.49</b>	<b>4.62%</b>
Travel and training	\$6,431.93	\$53,500.00	\$47,068.07	87.98%	\$19,028.38	\$19,028.38	\$53,500.00	64.43%
Vehicle allowance, maintenance and repairs	\$28,658.98	\$35,675.00	\$7,016.02	19.67%	\$32,284.25	\$32,284.25	\$36,030.00	10.40%
Materials and supplies	\$62,280.07	\$63,503.00	\$1,222.93	1.93%	\$62,598.28	\$62,598.28	\$63,835.00	1.94%
Purchased and contracted services	\$2,599.31	\$3,100.00	\$500.69	16.15%	\$2,436.73	\$2,436.73	\$3,100.00	21.40%
Grants to others	\$12,811.45	\$35,000.00	\$22,188.55	63.40%	\$6,410.29	\$6,410.29	\$25,000.00	74.36%
Transfer to own funds	\$15,641.77		(\$15,641.77)	0.00%	\$17,173.36	\$17,173.36		0.00%
Depreciation			\$0.00	0.00%	\$1,798.83	\$1,798.83		0.00%
<b>TOTAL OTHER EXPENSES</b>	<b>\$128,423.51</b>	<b>\$190,778.00</b>	<b>\$62,354.49</b>	<b>32.68%</b>	<b>\$141,730.12</b>	<b>\$141,730.12</b>	<b>\$181,465.00</b>	<b>21.90%</b>
	\$585,950.40	\$700,562.00	\$114,611.60	16.36%	\$680,299.93	\$680,299.93	\$746,116.49	8.82%
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$572,544.23</b>	<b>\$700,562.00</b>	<b>\$128,017.77</b>	<b>18.27%</b>	<b>\$676,039.28</b>	<b>\$676,039.28</b>	<b>\$746,116.49</b>	<b>9.39%</b>

CAO'S OFFICE

2019 - YEAR ENDED  
DECEMBER 31, 2019

FISCAL YEAR REMAINING% :	YTD Actual	Budget 2019	Variance	Percentage Budget-Rem		2018 Actual To: December	2018 Actual Year End	Percentage Budget-Rem	
				0.0%				2018 Budget 2018	YTD 2018
<b>REVENUE</b>									
Contribution from own funds	(\$6,760.02)		\$6,760.02	0.00%					0.00%
	(\$6,760.02)	\$0.00	\$6,760.02	0.00%				\$0.00	0.00%
<b>EXPENDITURES</b>									
Salaries	\$408,158.97	\$288,555.00	(\$119,603.97)	(41.45%)		\$268,757.88	\$268,757.88	\$288,597.14	6.87%
Benefits	\$75,173.20	\$70,999.00	(\$4,174.20)	(5.88%)		\$68,929.65	\$68,929.65	\$68,892.62	(0.05%)
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$483,332.17</b>	<b>\$359,554.00</b>	<b>(\$123,778.17)</b>	<b>(34.43%)</b>		<b>\$337,687.53</b>	<b>\$337,687.53</b>	<b>\$357,489.76</b>	<b>5.54%</b>
Travel and training	\$2,987.20	\$9,215.00	\$6,227.80	67.58%		\$2,972.85	\$2,972.85	\$9,215.00	67.74%
Vehicle allowance, maintenance and repairs	\$5,430.99	\$4,480.00	(\$950.99)	(21.23%)		\$4,285.02	\$4,285.02	\$4,480.00	4.35%
Materials and supplies	\$10,943.40	\$9,364.00	(\$1,579.40)	(16.87%)		\$44,152.39	\$44,152.39	\$9,815.00	(349.85%)
Maintenance and repairs		\$150.00	\$150.00	100.00%				\$150.00	100.00%
Purchased and contracted services		\$90.00	\$90.00	100.00%				\$90.00	100.00%
Capital expense		\$150.00	\$150.00	100.00%				\$150.00	100.00%
Depreciation			\$0.00	0.00%		\$908.08	\$908.08		0.00%
<b>TOTAL OTHER EXPENSES</b>	<b>\$19,361.59</b>	<b>\$23,449.00</b>	<b>\$4,087.41</b>	<b>17.43%</b>		<b>\$52,318.34</b>	<b>\$52,318.34</b>	<b>\$23,900.00</b>	<b>(118.91%)</b>
	\$502,693.76	\$383,003.00	(\$119,690.76)	(31.25%)		\$390,005.87	\$390,005.87	\$381,389.76	(2.26%)
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$495,933.74</b>	<b>\$383,003.00</b>	<b>(\$112,930.74)</b>	<b>(29.49%)</b>		<b>\$390,005.87</b>	<b>\$390,005.87</b>	<b>\$381,389.76</b>	<b>(2.26%)</b>

**CORPORATE SERVICES**

2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage Budget-Rem</b>	<b>2018</b>	<b>2018</b>	<b>Budget</b>	<b>Percentage Budget-Rem</b>
	Actual	2019		0.0%	Actual To: December	Actual Year End	2018	YTD 2018
<b>REVENUE</b>								
Fees and user charges	(\$152,390.83)	(\$194,402.00)	(\$42,011.17)	21.61%	(\$143,768.03)	(\$143,768.03)	(\$159,840.00)	10.06%
Government grants	(\$610,118.47)	(\$1,540.00)	\$608,578.47	(39,518.08%)	(\$489,554.69)	(\$489,554.69)	(\$1,540.00)	(31,689.27%)
Contribution from own funds	(\$72,952.42)		\$72,952.42	0.00%	(\$180,515.26)	(\$180,515.26)	(\$180,000.00)	(0.29%)
Other income	(\$139,197.38)	(\$116,400.00)	\$22,797.38	(19.59%)	(\$178,533.04)	(\$178,533.04)	(\$123,850.00)	(44.15%)
	(\$974,659.10)	(\$312,342.00)	\$662,317.10	(212.05%)	(\$992,371.02)	(\$992,371.02)	(\$465,230.00)	(113.31%)
<b>EXPENDITURES</b>								
Salaries	\$4,153,782.48	\$4,277,751.00	\$123,968.52	2.90%	\$4,352,753.39	\$4,352,753.39	\$4,336,280.18	(0.38%)
Benefits	\$1,962,301.37	\$1,841,206.00	(\$121,095.37)	(6.58%)	\$1,784,634.98	\$1,784,634.98	\$1,621,123.23	(10.09%)
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$6,116,083.85</b>	<b>\$6,118,957.00</b>	<b>\$2,873.15</b>	<b>0.05%</b>	<b>\$6,137,388.37</b>	<b>\$6,137,388.37</b>	<b>\$5,957,403.41</b>	<b>(3.02%)</b>
Travel and training	\$57,363.34	\$88,445.00	\$31,081.66	35.14%	\$82,949.66	\$82,949.66	\$85,945.00	3.49%
Vehicle allowance, maintenance and repairs	\$1,069.39	\$1,700.00	\$630.61	37.09%	\$1,106.96	\$1,106.96	\$2,500.00	55.72%
Materials and supplies	\$46,868.79	\$95,569.00	\$48,700.21	50.96%	\$86,481.74	\$86,481.74	\$169,275.00	48.91%
Maintenance and repairs	\$625,374.76	\$658,123.00	\$32,748.24	4.98%	\$516,005.20	\$516,005.20	\$641,413.00	19.55%
Goods for resale	\$9,600.00	\$19,200.00	\$9,600.00	50.00%	\$19,200.00	\$19,200.00	\$19,200.00	0.00%
Rents and leases	\$11,294.33	\$7,625.00	(\$3,669.33)	(48.12%)	\$37,305.16	\$37,305.16	\$15,625.00	(138.75%)
Financial expenses	\$3,183,648.05	\$2,546,855.00	(\$636,793.05)	(25.00%)	\$3,862,101.43	\$3,862,101.43	\$2,580,191.00	(49.68%)
Purchased and contracted services	\$1,305,185.45	\$1,073,348.00	(\$231,837.45)	(21.60%)	\$1,138,107.58	\$1,138,107.58	\$1,024,830.00	(11.05%)
Grants to others	\$583.39	\$2,000.00	\$1,416.61	70.83%	\$959.90	\$959.90	\$2,000.00	52.01%
Transfer to own funds	\$72,290.43	\$75,000.00	\$2,709.57	3.61%	\$96,631.58	\$96,631.58		0.00%
Capital expense	\$99,542.51	\$117,887.00	\$18,344.49	15.56%	\$98,096.19	\$98,096.19	\$124,347.00	21.11%
Depreciation			\$0.00	0.00%	\$359,393.79	\$359,393.79		0.00%
<b>TOTAL OTHER EXPENSES</b>	<b>\$5,412,820.44</b>	<b>\$4,685,752.00</b>	<b>(\$727,068.44)</b>	<b>(15.52%)</b>	<b>\$6,298,339.19</b>	<b>\$6,298,339.19</b>	<b>\$4,665,326.00</b>	<b>(35.00%)</b>
	\$11,528,904.29	\$10,804,709.00	(\$724,195.29)	(6.70%)	\$12,435,727.56	\$12,435,727.56	\$10,622,729.41	(17.07%)
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$10,554,245.19</b>	<b>\$10,492,367.00</b>	<b>(\$61,878.19)</b>	<b>(0.59%)</b>	<b>\$11,443,356.54</b>	<b>\$11,443,356.54</b>	<b>\$10,157,499.41</b>	<b>(12.66%)</b>
HR	2,315,086.99	1,954,756.00	(360,330.99)					
Clerks	959,666.22	1,044,307.00	84,640.78					
Finance	5,133,792.39	5,171,834.00	38,041.61					
IT	2,145,699.59	2,321,470.00	175,770.41					
	10,554,245.19	10,492,367.00	(61,878.19)					

LEGAL

2019 - YEAR ENDED  
DECEMBER 31, 2019

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2018	2018	Budget	Percentage Budget-Rem
	Actual	2019		0.0%	Actual To: December	Actual Year End	2018	YTD 2018
<b>REVENUE</b>								
Fees and user charges	(\$2,160,551.91)	(\$2,261,698.00)	(\$101,146.09)	4.47%	(\$2,282,300.65)	(\$2,282,300.65)	(\$2,149,651.00)	(6.17%)
Government grants			\$0.00	0.00%	(\$48,810.24)	(\$48,810.24)		0.00%
Interest and Investment income	(\$15,383.76)		\$15,383.76	0.00%	(\$12,452.18)	(\$12,452.18)		0.00%
Contribution from own funds	(\$15,426.65)		\$15,426.65	0.00%				0.00%
	(\$2,191,362.32)	(\$2,261,698.00)	(\$70,335.68)	3.11%	(\$2,343,563.07)	(\$2,343,563.07)	(\$2,149,651.00)	(9.02%)
<b>EXPENDITURES</b>								
Salaries	\$1,049,864.40	\$1,040,668.00	(\$9,196.40)	(0.88%)	\$988,496.26	\$988,496.26	\$1,043,156.71	5.24%
Benefits	\$260,154.64	\$289,740.00	\$29,585.36	10.21%	\$252,760.18	\$252,760.18	\$276,896.13	8.72%
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$1,310,019.04</b>	<b>\$1,330,408.00</b>	<b>\$20,388.96</b>	<b>1.53%</b>	<b>\$1,241,256.44</b>	<b>\$1,241,256.44</b>	<b>\$1,320,052.84</b>	<b>5.97%</b>
Travel and training	\$26,063.13	\$21,285.00	(\$4,778.13)	(22.45%)	\$21,079.08	\$21,079.08	\$18,735.00	(12.51%)
Materials and supplies	\$75,517.71	\$75,837.00	\$319.29	0.42%	\$80,897.13	\$80,897.13	\$78,815.00	(2.64%)
Maintenance and repairs	\$30,072.14	\$4,000.00	(\$26,072.14)	(651.80%)	\$1,427.00	\$1,427.00	\$4,000.00	64.33%
Rents and leases	\$79,670.16	\$78,075.00	(\$1,595.16)	(2.04%)	\$67,408.42	\$67,408.42	\$78,075.00	13.66%
Taxes and licenses	\$1,166,406.20	\$1,441,736.00	\$275,329.80	19.10%	\$1,515,742.71	\$1,515,742.71	\$1,797,955.00	15.70%
Purchased and contracted services	\$330,112.00	\$302,000.00	(\$28,112.00)	(9.31%)	\$374,808.82	\$374,808.82	\$292,000.00	(28.36%)
Transfer to own funds	\$92,558.82	\$102,200.00	\$9,641.18	9.43%	\$171,585.63	\$171,585.63	\$102,200.00	(67.89%)
Capital expense	\$4,983.15	\$10,000.00	\$5,016.85	50.17%	\$2,528.32	\$2,528.32	\$10,000.00	74.72%
Depreciation			\$0.00	0.00%	\$1,749.61	\$1,749.61		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	(\$253,260.53)	(\$253,260.53)		0.00%
<b>TOTAL OTHER EXPENSES</b>	<b>\$1,805,383.31</b>	<b>\$2,035,133.00</b>	<b>\$229,749.69</b>	<b>11.29%</b>	<b>\$1,983,966.19</b>	<b>\$1,983,966.19</b>	<b>\$2,381,780.00</b>	<b>16.70%</b>
	<b>\$3,115,402.35</b>	<b>\$3,365,541.00</b>	<b>\$250,138.65</b>	<b>7.43%</b>	<b>\$3,225,222.63</b>	<b>\$3,225,222.63</b>	<b>\$3,701,832.84</b>	<b>12.87%</b>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$924,040.03</b>	<b>\$1,103,843.00</b>	<b>\$179,802.97</b>	<b>16.29%</b>	<b>\$881,659.56</b>	<b>\$881,659.56</b>	<b>\$1,552,181.84</b>	<b>43.20%</b>

**FIRE SERVICES**

2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage</b>	<b>2018</b>	<b>2018</b>	<b>2018</b>	<b>Percentage</b>
	Actual	2019		0.0%	Actual To: December	Actual Year End	Budget	Budget-Rem YTD 2018
<b>REVENUE</b>								
Fees and user charges	(\$7,802,352.76)	(\$7,661,155.00)	\$141,197.76	(1.84%)	(\$7,356,190.65)	(\$7,356,190.65)	(\$7,767,189.10)	5.29%
Government grants	(\$1,547.00)		\$1,547.00	0.00%	(\$1,680.00)	(\$1,680.00)		0.00%
Contribution from own funds	(\$34,928.04)		\$34,928.04	0.00%				0.00%
Other income	(\$2,701.93)	(\$6,000.00)	(\$3,298.07)	54.97%	(\$3,688.77)	(\$3,688.77)	(\$6,000.00)	38.52%
	<u>(\$7,841,529.73)</u>	<u>(\$7,667,155.00)</u>	<u>\$174,374.73</u>	<u>(2.27%)</u>	<u>(\$7,361,559.42)</u>	<u>(\$7,361,559.42)</u>	<u>(\$7,773,189.10)</u>	<u>5.38%</u>
<b>EXPENDITURES</b>								
Salaries	\$17,762,402.11	\$15,392,343.00	(\$2,370,059.11)	(15.40%)	\$14,812,236.81	\$14,812,236.81	\$15,139,126.87	2.16%
Benefits	\$4,393,077.62	\$4,373,637.00	(\$19,440.62)	(0.44%)	\$4,296,440.07	\$4,296,440.07	\$4,061,562.19	(5.78%)
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$22,155,479.73</b>	<b>\$19,765,980.00</b>	<b>(\$2,389,499.73)</b>	<b>(12.09%)</b>	<b>\$19,108,676.88</b>	<b>\$19,108,676.88</b>	<b>\$19,200,689.06</b>	<b>0.48%</b>
Travel and training	\$74,307.44	\$132,320.00	\$58,012.56	43.84%	\$60,831.78	\$60,831.78	\$120,820.00	49.65%
Vehicle allowance, maintenance and repairs	\$250,777.45	\$110,735.00	(\$140,042.45)	(126.47%)	\$296,737.83	\$296,737.83	\$207,580.00	(42.95%)
Utilities and Fuel	\$231,776.43	\$259,752.00	\$27,975.57	10.77%	\$323,323.50	\$323,323.50	\$323,260.00	(0.02%)
Materials and supplies	\$407,939.05	\$308,523.00	(\$99,416.05)	(32.22%)	\$353,993.52	\$353,993.52	\$412,812.00	14.25%
Maintenance and repairs	\$185,371.33	\$120,640.00	(\$64,731.33)	(53.66%)	\$223,790.58	\$223,790.58	\$196,965.00	(13.62%)
Rents and leases		\$3,695.00	\$3,695.00	100.00%			\$3,695.00	100.00%
Taxes and licenses	\$55,976.36	\$84,183.00	\$28,206.64	33.51%	\$56,775.00	\$56,775.00	\$57,800.00	1.77%
Financial expenses	\$2,636.27	\$2,500.00	(\$136.27)	(5.45%)	\$2,556.79	\$2,556.79	\$2,500.00	(2.27%)
Purchased and contracted services	\$27,045.63	\$28,334.00	\$1,288.37	4.55%	\$213,646.27	\$213,646.27	\$122,446.00	(74.48%)
Transfer to own funds	\$333,201.18	\$303,000.00	(\$30,201.18)	(9.97%)	\$317,434.80	\$317,434.80	\$303,000.00	(4.76%)
Capital expense	\$43,135.82	\$60,566.00	\$17,430.18	28.78%	\$15,609.42	\$15,609.42	\$69,176.00	77.44%
Depreciation			\$0.00	0.00%	\$441,510.70	\$441,510.70		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	<u>\$23,470.92</u>	<u>\$23,470.92</u>		0.00%
<b>TOTAL OTHER EXPENSES</b>	<b>\$1,612,166.96</b>	<b>\$1,414,248.00</b>	<b>(\$197,918.96)</b>	<b>(13.99%)</b>	<b>\$2,329,681.11</b>	<b>\$2,329,681.11</b>	<b>\$1,820,054.00</b>	<b>(28.00%)</b>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$15,926,116.96</b>	<b>\$13,513,073.00</b>	<b>(\$2,413,043.96)</b>	<b>(17.86%)</b>	<b>\$14,076,798.57</b>	<b>\$14,076,798.57</b>	<b>\$13,247,553.96</b>	<b>(6.26%)</b>

**PUBLIC WORKS AND ENGINEERING**

2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage Budget-Rem</b>	<b>2018 Actual To: December</b>	<b>2018 Actual Year End</b>	<b>Budget</b>	<b>Percentage Budget-Rem</b>
	Actual	2019		0.0%			2018	YTD 2018
<b>REVENUE</b>								
Fees and user charges	(\$3,724,212.95)	(\$3,102,230.00)	\$621,982.95	(20.05%)	(\$3,409,258.04)	(\$3,409,258.04)	(\$3,433,317.90)	0.70%
Government grants	(\$711,357.46)	(\$689,013.00)	\$22,344.46	(3.24%)	(\$737,680.95)	(\$737,680.95)	(\$757,000.00)	2.55%
Contribution from own funds	(\$96,658.93)	(\$10,500.00)	\$86,158.93	(820.56%)	(\$87,185.63)	(\$87,185.63)	(\$40,500.00)	(115.27%)
Other income	(\$120,451.80)	(\$18,500.00)	\$101,951.80	(551.09%)	(\$170,694.51)	(\$170,694.51)	(\$18,500.00)	(822.67%)
	<u>(\$4,652,681.14)</u>	<u>(\$3,820,243.00)</u>	<u>\$82,438.14</u>	<u>(21.79%)</u>	<u>(\$4,404,819.13)</u>	<u>(\$4,404,819.13)</u>	<u>(\$4,249,317.90)</u>	<u>(3.66%)</u>
<b>EXPENDITURES</b>								
Salaries	\$17,962,458.14	\$17,724,110.00	(\$238,348.14)	(1.34%)	\$16,939,668.27	\$16,939,668.27	\$17,588,592.97	3.69%
Benefits	\$4,413,604.52	\$5,261,474.00	\$847,869.48	16.11%	\$4,580,360.55	\$4,580,360.55	\$5,145,652.70	10.99%
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$22,376,062.66</b>	<b>\$22,985,584.00</b>	<b>\$609,521.34</b>	<b>2.65%</b>	<b>\$21,520,028.82</b>	<b>\$21,520,028.82</b>	<b>\$22,734,245.67</b>	<b>5.34%</b>
Travel and training	\$84,774.89	\$105,509.00	\$20,734.11	19.65%	\$95,988.12	\$95,988.12	\$103,240.00	7.02%
Vehicle allowance, maintenance and repairs	\$4,358,928.84	\$2,475,237.00	(\$1,883,691.84)	(76.10%)	\$3,146,636.20	\$3,146,636.20	\$2,415,230.00	(30.28%)
Utilities and Fuel	\$6,312,813.02	\$6,887,326.00	\$574,512.98	8.34%	\$6,822,219.40	\$6,822,219.40	\$6,805,607.00	(0.24%)
Materials and supplies	\$4,254,899.93	\$3,757,415.00	(\$497,484.93)	(13.24%)	\$3,905,156.68	\$3,905,156.68	\$3,756,239.00	(3.96%)
Maintenance and repairs	\$238,509.26	\$260,000.00	\$21,490.74	8.27%	\$240,832.54	\$240,832.54	\$264,500.00	8.95%
Taxes and licenses	\$80,260.00	\$127,715.00	\$47,455.00	37.16%	\$56,461.56	\$56,461.56	\$82,715.00	31.74%
Financial expenses	\$6,244.72	\$2,507.00	(\$3,737.72)	(149.09%)	\$11,790.87	\$11,790.87	\$2,500.00	(371.63%)
Purchased and contracted services	\$6,788,990.88	\$7,015,823.00	\$226,832.12	3.23%	\$6,774,553.01	\$6,774,553.01	\$6,923,914.00	2.16%
Transfer to own funds	\$4,244,834.06	\$3,241,738.00	(\$1,003,096.06)	(30.94%)	\$2,602,329.23	\$2,602,329.23	\$2,919,567.00	10.87%
Capital expense	\$17,343.40	\$51,022.00	\$33,678.60	66.01%	\$34,046.85	\$34,046.85	\$51,500.00	33.89%
Depreciation			\$0.00	0.00%	\$13,376,557.05	\$13,376,557.05		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	(\$50,318.25)	(\$50,318.25)		0.00%
Less: recoverable costs	(\$779,085.35)	(\$220,130.00)	\$558,955.35	(253.92%)	(\$640,618.75)	(\$640,618.75)	(\$220,130.00)	(191.02%)
<b>TOTAL OTHER EXPENSES</b>	<b>\$25,608,513.65</b>	<b>\$23,704,162.00</b>	<b>(\$1,904,351.65)</b>	<b>(8.03%)</b>	<b>\$36,375,634.51</b>	<b>\$36,375,634.51</b>	<b>\$23,104,882.00</b>	<b>(57.44%)</b>
	<u>\$47,984,576.31</u>	<u>\$46,689,746.00</u>	<u>(\$1,294,830.31)</u>	<u>(2.77%)</u>	<u>\$57,895,663.33</u>	<u>\$57,895,663.33</u>	<u>\$45,839,127.67</u>	<u>(26.30%)</u>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$43,331,895.17</b>	<b>\$42,869,503.00</b>	<b>(\$462,392.17)</b>	<b>(1.08%)</b>	<b>\$53,490,844.20</b>	<b>\$53,490,844.20</b>	<b>\$41,589,809.77</b>	<b>(28.62%)</b>
Public Works	30,157,994.75	29,232,742.00	(925,252.75)					
Engineering	13,173,900.42	13,636,761.00	462,860.58					
	<u>43,331,895.17</u>	<u>42,869,503.00</u>	<u>(462,392.17)</u>					

**PUBLIC WORKS**

**2019 - YEAR ENDED  
DECEMBER 31, 2019**

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage</b>	<b>2018</b>	<b>2018</b>	<b>Budget</b>	<b>Percentage</b>
	Actual	2019		Budget-Rem	Actual To: December	Actual Year End	2018	Budget-Rem 2018
<b>REVENUE</b>								
Fees and user charges	(\$2,483,204.96)	(\$1,902,604.00)	\$580,600.96	(30.52%)	(\$2,378,267.09)	(\$2,378,267.09)	(\$2,248,048.00)	(5.79%)
Government grants	(\$647,539.90)	(\$659,013.00)	(\$11,473.10)	1.74%	(\$702,664.11)	(\$702,664.11)	(\$717,000.00)	2.00%
Contribution from own funds	(\$79,833.28)	(\$10,500.00)	\$69,333.28	(660.32%)	(\$4,881.40)	(\$4,881.40)	(\$40,500.00)	87.95%
Other income	(\$120,336.14)	(\$18,500.00)	\$101,836.14	(550.47%)	(\$170,548.29)	(\$170,548.29)	(\$18,500.00)	(821.88%)
	(\$330,914.28)	(\$2,590,617.00)	\$740,297.28	(28.58%)	(\$3,256,360.89)	(\$3,256,360.89)	(\$3,024,048.00)	(7.68%)
<b>EXPENDITURES</b>								
Salaries	\$15,092,996.30	\$14,732,971.00	(\$360,025.30)	(2.44%)	\$14,153,420.90	\$14,153,420.90	\$14,650,804.87	3.39%
Benefits	\$3,739,017.56	\$4,452,457.00	\$713,439.44	16.02%	\$3,896,661.77	\$3,896,661.77	\$4,401,975.30	11.48%
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$18,832,013.86</b>	<b>\$19,185,428.00</b>	<b>\$353,414.14</b>	<b>1.84%</b>	<b>\$18,050,082.67</b>	<b>\$18,050,082.67</b>	<b>\$19,052,780.17</b>	<b>5.26%</b>
Travel and training	\$71,221.13	\$78,040.00	\$6,818.87	8.74%	\$77,098.14	\$77,098.14	\$78,040.00	1.21%
Vehicle allowance, maintenance and repairs	\$4,336,346.38	\$2,449,933.00	(\$1,886,413.38)	(77.00%)	\$3,121,980.21	\$3,121,980.21	\$2,391,530.00	(30.54%)
Utilities and Fuel	\$1,713,207.40	\$1,561,574.00	(\$151,633.40)	(9.71%)	\$1,639,771.28	\$1,639,771.28	\$1,614,627.00	(1.56%)
Materials and supplies	\$4,052,850.93	\$3,513,292.00	(\$539,558.93)	(15.36%)	\$3,704,114.49	\$3,704,114.49	\$3,504,270.00	(5.70%)
Taxes and licenses	\$80,260.00	\$127,715.00	\$47,455.00	37.16%	\$56,461.56	\$56,461.56	\$82,715.00	31.74%
Financial expenses	\$5,402.34	\$2,000.00	(\$3,402.34)	(170.12%)	\$11,096.72	\$11,096.72	\$2,000.00	(454.84%)
Purchased and contracted services	\$3,180,570.16	\$3,292,995.00	\$112,424.84	3.41%	\$3,202,611.64	\$3,202,611.64	\$3,284,694.00	2.50%
Transfer to own funds	\$1,996,122.18	\$1,829,512.00	(\$166,610.18)	(9.11%)	\$1,248,855.63	\$1,248,855.63	\$1,526,745.00	18.20%
Capital expense		\$3,000.00	\$3,000.00	100.00%	\$2,480,641.61	\$2,480,641.61	\$3,000.00	(61.23%)
Depreciation			\$0.00	0.00%	(\$50,666.74)	(\$50,666.74)	(\$50,666.74)	0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	(\$640,618.75)	(\$640,618.75)	(\$220,130.00)	(191.02%)
Less: recoverable costs	(\$779,085.35)	(\$220,130.00)	\$558,955.35	(253.92%)				
<b>TOTAL OTHER EXPENSES</b>	<b>\$14,656,895.17</b>	<b>\$12,637,931.00</b>	<b>(\$2,018,964.17)</b>	<b>(15.98%)</b>	<b>\$14,856,182.66</b>	<b>\$14,856,182.66</b>	<b>\$12,267,491.00</b>	<b>(21.10%)</b>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$30,157,994.75</b>	<b>\$29,232,742.00</b>	<b>(\$925,252.75)</b>	<b>(3.17%)</b>	<b>\$29,649,904.44</b>	<b>\$29,649,904.44</b>	<b>\$28,296,223.17</b>	<b>(4.78%)</b>
<b>Operations</b>								
Winter Control: Roadways and Sidewalks	8,970,265.88	7,477,805.00	(1,492,460.88)	(16.64%)				
Sanitary Sewers	1,823,881.18	1,958,532.00	134,650.82	7.38%				
Storm Sewers	439,465.07	614,941.00	175,475.93	39.93%				
Roadways and Sidewalks	3,597,051.80	3,619,178.00	22,126.20	.62%				
Supervision and Overhead	3,145,106.28	3,219,719.00	74,612.72	2.37%				
Traffic & Communications	1,470,759.20	1,531,739.00	60,979.80	4.15%				
Carpentry	639,710.66	624,239.00	(15,471.66)	(2.42%)				
Administration	1,730,016.87	1,621,178.00	(108,838.87)	(6.29%)				
Buildings & Equipment	2,204,361.75	2,068,839.00	(135,522.75)	(6.15%)				
Waste Management	2,900,359.57	3,211,453.00	311,093.43	10.73%				
Parks	3,237,016.49	3,285,119.00	48,102.51	1.49%				
	30,157,994.75	29,232,742.00	(925,252.75)					

**ENGINEERING**

2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage Budget-Rem</b>	<b>2018 Actual To:</b>	<b>2018 Actual Year End</b>	<b>Budget</b>	<b>Percentage Budget-Rem</b>
	Actual	2019		0.0%	December	Year End	2018	YTD 2018
<b>REVENUE</b>								
Fees and user charges	(\$1,241,007.99)	(\$1,199,626.00)	\$41,381.99	(3.45%)	(\$1,030,990.95)	(\$1,030,990.95)	(\$1,185,269.90)	13.02%
Government grants	(\$63,817.56)	(\$30,000.00)	\$33,817.56	(112.73%)	(\$35,016.84)	(\$35,016.84)	(\$40,000.00)	12.46%
Contribution from own funds	(\$16,825.65)		\$16,825.65	0.00%	(\$82,304.23)	(\$82,304.23)		0.00%
Other income	(\$115.66)		\$115.66	0.00%	(\$146.22)	(\$146.22)		0.00%
	<u>(\$1,321,766.86)</u>	<u>(\$1,229,626.00)</u>	<u>\$92,140.86</u>	<u>(7.49%)</u>	<u>(\$1,148,458.24)</u>	<u>(\$1,148,458.24)</u>	<u>(\$1,225,269.90)</u>	<u>6.27%</u>
<b>EXPENDITURES</b>								
Salaries	\$2,869,461.84	\$2,991,139.00	\$121,677.16	4.07%	\$2,786,247.37	\$2,786,247.37	\$2,937,788.10	5.16%
Benefits	\$674,586.96	\$809,017.00	\$134,430.04	16.62%	\$683,698.78	\$683,698.78	\$743,677.40	8.07%
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$3,544,048.80</b>	<b>\$3,800,156.00</b>	<b>\$256,107.20</b>	<b>6.74%</b>	<b>\$3,469,946.15</b>	<b>\$3,469,946.15</b>	<b>\$3,681,465.50</b>	<b>5.75%</b>
Travel and training	\$13,553.76	\$27,469.00	\$13,915.24	50.66%	\$18,889.98	\$18,889.98	\$25,200.00	25.04%
Vehicle allowance, maintenance and repairs	\$22,582.46	\$25,304.00	\$2,721.54	10.76%	\$24,655.99	\$24,655.99	\$23,700.00	(4.03%)
Utilities and Fuel	\$4,599,605.62	\$5,325,752.00	\$726,146.38	13.63%	\$5,182,448.12	\$5,182,448.12	\$5,190,980.00	0.16%
Materials and supplies	\$202,049.00	\$244,123.00	\$42,074.00	17.23%	\$201,042.19	\$201,042.19	\$251,969.00	20.21%
Maintenance and repairs	\$238,509.26	\$260,000.00	\$21,490.74	8.27%	\$240,832.54	\$240,832.54	\$264,500.00	8.95%
Financial expenses	\$842.38	\$507.00	(\$335.38)	(66.15%)	\$694.15	\$694.15	\$500.00	(38.83%)
Purchased and contracted services	\$3,608,420.72	\$3,722,828.00	\$114,407.28	3.07%	\$3,571,941.37	\$3,571,941.37	\$3,639,220.00	1.85%
Transfer to own funds	\$2,248,711.88	\$1,412,226.00	(\$836,485.88)	(59.23%)	\$1,353,473.60	\$1,353,473.60	\$1,392,822.00	2.83%
Capital expense	\$17,343.40	\$48,022.00	\$30,678.60	63.88%	\$29,209.98	\$29,209.98	\$48,500.00	39.77%
Depreciation			\$0.00	0.00%	\$10,895,915.44	\$10,895,915.44		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	\$348.49	\$348.49		0.00%
<b>TOTAL OTHER EXPENSES</b>	<b>\$10,951,618.48</b>	<b>\$11,066,231.00</b>	<b>\$114,612.52</b>	<b>1.04%</b>	<b>\$21,519,451.85</b>	<b>\$21,519,451.85</b>	<b>\$10,837,391.00</b>	<b>(98.57%)</b>
	<u>\$14,495,667.28</u>	<u>\$14,866,387.00</u>	<u>\$370,719.72</u>	<u>2.49%</u>	<u>\$24,989,398.00</u>	<u>\$24,989,398.00</u>	<u>\$14,518,856.50</u>	<u>(72.12%)</u>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$13,173,900.42</b>	<b>\$13,636,761.00</b>	<b>\$462,860.58</b>	<b>3.39%</b>	<b>\$23,840,939.76</b>	<b>\$23,840,939.76</b>	<b>\$13,293,586.60</b>	<b>(79.34%)</b>

**COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES**

2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage Budget-Rem</b>	<b>2018 Actual To:</b>	<b>2018 Actual</b>	<b>2018 Budget</b>	<b>Percentage Budget-Rem</b>
	Actual	2019		0.0%	December	Year End	2018	YTD 2018
<b>REVENUE</b>								
Fees and user charges	(\$8,489,132.86)	(\$8,165,217.00)	\$323,915.86	(3.97%)	(\$8,735,276.33)	(\$8,735,276.33)	(\$7,869,890.12)	(11.00%)
Government grants	(\$2,043,124.90)	(\$1,859,805.00)	\$183,319.90	(9.86%)	(\$1,822,940.61)	(\$1,822,940.61)	(\$1,695,409.54)	(7.52%)
Contribution from own funds	(\$337,047.44)	(\$75,000.00)	\$262,047.44	(349.40%)	(\$178,508.69)	(\$178,508.69)	(\$75,000.00)	(138.01%)
Other income	(\$188,014.30)	(\$141,600.00)	\$46,414.30	(32.78%)	(\$203,124.92)	(\$203,124.92)	(\$47,000.00)	(332.18%)
	<b>(\$11,057,319.50)</b>	<b>(\$10,241,622.00)</b>	<b>\$815,697.50</b>	<b>(7.96%)</b>	<b>(\$10,939,850.55)</b>	<b>(\$10,939,850.55)</b>	<b>(\$9,687,299.66)</b>	<b>(12.93%)</b>
<b>EXPENDITURES</b>								
Salaries	\$12,530,909.76	\$12,581,351.00	\$50,441.24	0.40%	<b>\$11,726,867.03</b>	<b>\$11,726,867.03</b>	<b>\$11,819,500.31</b>	0.78%
Benefits	\$2,770,421.41	\$3,270,733.00	\$500,311.59	15.30%	<b>\$2,840,434.47</b>	<b>\$2,840,434.47</b>	<b>\$2,843,950.28</b>	0.12%
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$15,301,331.17</b>	<b>\$15,852,084.00</b>	<b>\$550,752.83</b>	<b>3.47%</b>	<b>\$14,567,301.50</b>	<b>\$14,567,301.50</b>	<b>\$14,663,450.59</b>	<b>0.66%</b>
Travel and training	\$52,888.68	\$71,870.00	\$18,981.32	26.41%	<b>\$38,392.94</b>	<b>\$38,392.94</b>	<b>\$51,120.00</b>	24.90%
Vehicle allowance, maintenance and repairs	\$1,089,231.21	\$882,962.00	(\$206,269.21)	(23.36%)	<b>\$1,090,546.17</b>	<b>\$1,090,546.17</b>	<b>\$644,960.00</b>	(69.09%)
Utilities and Fuel	\$3,086,918.87	\$3,137,142.00	\$50,223.13	1.60%	<b>\$3,149,197.13</b>	<b>\$3,149,197.13</b>	<b>\$2,965,455.00</b>	(6.20%)
Materials and supplies	\$750,682.37	\$773,343.00	\$22,660.63	2.93%	<b>\$750,854.45</b>	<b>\$750,854.45</b>	<b>\$845,904.72</b>	11.24%
Maintenance and repairs	\$1,149,989.17	\$1,205,750.00	\$55,760.83	4.62%	<b>\$1,081,728.37</b>	<b>\$1,081,728.37</b>	<b>\$1,162,568.00</b>	6.95%
Program expenses	\$215,234.75	\$162,725.00	(\$52,509.75)	(32.27%)	<b>\$215,839.06</b>	<b>\$215,839.06</b>	<b>\$182,372.00</b>	(18.35%)
Goods for resale	\$601,210.99	\$581,490.00	(\$19,720.99)	(3.39%)	<b>\$646,864.93</b>	<b>\$646,864.93</b>	<b>\$604,725.00</b>	(6.97%)
Rents and leases	\$1,841.64	\$10,250.00	\$8,408.36	82.03%	<b>\$10,085.64</b>	<b>\$10,085.64</b>	<b>\$10,250.00</b>	1.60%
Taxes and licenses	\$187,308.13	\$170,750.00	(\$16,558.13)	(9.70%)	<b>\$184,147.18</b>	<b>\$184,147.18</b>	<b>\$170,750.00</b>	(7.85%)
Financial expenses	\$133,432.09	\$83,264.00	(\$50,168.09)	(60.25%)	<b>\$181,649.02</b>	<b>\$181,649.02</b>	<b>\$64,269.46</b>	(182.64%)
Purchased and contracted services	\$800,041.81	\$877,299.00	\$77,257.19	8.81%	<b>\$637,234.30</b>	<b>\$637,234.30</b>	<b>\$982,466.00</b>	35.14%
Grants to others	\$68,731.04	\$14,000.00	(\$54,731.04)	(390.94%)	<b>\$155,873.89</b>	<b>\$155,873.89</b>	<b>\$239,000.00</b>	34.78%
Transfer to own funds	\$441,339.50	\$196,205.00	(\$245,134.50)	(124.94%)	<b>\$1,027,563.99</b>	<b>\$1,027,563.99</b>	<b>\$221,509.00</b>	(363.89%)
Capital expense	\$171,946.54	\$51,085.00	(\$120,861.54)	(236.59%)	<b>\$105,532.24</b>	<b>\$105,532.24</b>	<b>\$50,035.00</b>	(110.92%)
Depreciation			\$0.00	0.00%	<b>\$1,744,102.43</b>	<b>\$1,744,102.43</b>		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	<b>\$120,194.00</b>	<b>\$120,194.00</b>		0.00%
<b>TOTAL OTHER EXPENSES</b>	<b>\$8,750,796.79</b>	<b>\$8,218,135.00</b>	<b>(\$532,661.79)</b>	<b>(6.48%)</b>	<b>\$11,139,805.74</b>	<b>\$11,139,805.74</b>	<b>\$8,195,384.18</b>	<b>(35.93%)</b>
	<b>\$24,052,127.96</b>	<b>\$24,070,219.00</b>	<b>\$18,091.04</b>	<b>0.08%</b>	<b>\$25,707,107.24</b>	<b>\$25,707,107.24</b>	<b>\$22,858,834.77</b>	<b>(12.46%)</b>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$12,994,808.46</b>	<b>\$13,828,597.00</b>	<b>\$833,788.54</b>	<b>6.03%</b>	<b>\$14,767,256.69</b>	<b>\$14,767,256.69</b>	<b>\$13,171,535.11</b>	<b>(12.11%)</b>
Planning	856,660.87	984,605.00	127,944.13					
ISAP (LIP)	(880.00)	(437.00)	443.00					
Recreation & Culture	1,413,511.24	1,493,782.00	80,270.76					
Community Centres								
John Rhodes Community Centre	1,271,681.15	1,570,902.00	299,220.85					
McMeekin Centre	140,742.82	218,842.00	78,099.18					
Northern Community Centre	(55,862.85)	(12,719.00)	43,143.85					
Outdoor Pools/ Misc Concessions	98,166.04	118,943.00	20,776.96					
Administration	804,427.93	917,589.00	113,161.07					
GFL Memorial Gardens	559,524.59	681,435.00	121,910.41					
Locks	21,060.39	45,191.00	24,130.61					
Cemetery	19,148.02	(4,286.00)	(23,434.02)					
Transit	6,305,227.30	6,386,819.00	81,591.70					
School Guards	289,091.98	271,410.00	(17,681.98)					
FutureSSM	444,656.00	444,656.00	-					
Parking	135,459.04	44,897.00	(90,562.04)					
Administration	692,193.94	666,968.00	(25,225.94)					
	<b>12,994,808.46</b>	<b>13,828,597.00</b>	<b>833,788.54</b>					

## LEVY BOARDS

**2019 - YEAR ENDED  
DECEMBER 31, 2019**

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage Budget-Rem</b>	<b>2018</b>	<b>2018</b>	<b>Budget</b>	<b>Percentage Budget-Rem</b>
	Actual	2019		0.0%	Actual To: December	Actual Year End	2018	YTD 2018
<b>REVENUE</b>								
<b>EXPENDITURES</b>								
Grants to others	\$21,088,928.00	\$21,257,110.00	\$168,182.00	0.79%	\$20,823,472.00	\$20,823,472.00	\$20,824,139.00	0.00%
<b>TOTAL OTHER EXPENSES</b>	<b>\$21,088,928.00</b>	<b>\$21,257,110.00</b>	<b>\$168,182.00</b>	<b>0.79%</b>	<b>\$20,823,472.00</b>	<b>\$20,823,472.00</b>	<b>\$20,824,139.00</b>	<b>0.00%</b>
<b>NET (REVENUE)EXPENDITURE</b>	<b>\$21,088,928.00</b>	<b>\$21,257,110.00</b>	<b>\$168,182.00</b>	<b>0.79%</b>	<b>\$20,823,472.00</b>	<b>\$20,823,472.00</b>	<b>\$20,824,139.00</b>	<b>0.00%</b>

**OUTSIDE AGENCIES - MAIN**

**2019 - YEAR ENDED  
DECEMBER 31, 2019**

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage Budget-Rem</b>	<b>2018</b>	<b>2018</b>	<b>Budget</b>	<b>Percentage Budget-Rem</b>
	Actual	2019		0.0%	Actual To: December	Actual Year End	2018	YTD 2018
<b>REVENUE</b>								
Government grants	(\$169,666.61)	(\$200,000.00)	(\$30,333.39)	15.17%	(\$142,635.05)	(\$142,635.05)		0.00%
	(\$169,666.61)	(\$200,000.00)	(\$30,333.39)	15.17%	(\$142,635.05)	(\$142,635.05)	\$0.00	0.00%
<b>EXPENDITURES</b>								
Grants to others	\$30,099,430.44	\$29,367,005.00	(\$732,425.44)	(2.49%)	\$30,087,836.22	\$30,087,836.22	\$28,497,524.31	(5.58%)
Transfer to own funds	\$80,000.00	\$80,000.00	\$0.00	0.00%	\$80,000.00	\$80,000.00	\$80,000.00	0.00%
<b>TOTAL OTHER EXPENSES</b>	<b>\$30,179,430.44</b>	<b>\$29,447,005.00</b>	<b>(\$732,425.44)</b>	<b>(2.49%)</b>	<b>\$30,167,836.22</b>	<b>\$30,167,836.22</b>	<b>\$28,577,524.31</b>	<b>(5.56%)</b>
	\$30,179,430.44	\$29,447,005.00	(\$732,425.44)	(2.49%)	\$30,167,836.22	\$30,167,836.22	\$28,577,524.31	(5.56%)
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$30,009,763.83</b>	<b>\$29,247,005.00</b>	<b>(\$762,758.83)</b>	<b>(2.61%)</b>	<b>\$30,025,201.17</b>	<b>\$30,025,201.17</b>	<b>\$28,577,524.31</b>	<b>(5.07%)</b>

**OUTSIDE AGENCIES - OTHER**

2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage Budget-Rem</b>	<b>2018</b>	<b>2018</b>	<b>Budget</b>	<b>Percentage Budget-Rem</b>
	Actual	2019		0.0%	Actual To: December	Actual Year End	2018	YTD 2018
<b>REVENUE</b>								
Fees and user charges	(\$117,181.12)	(\$120,000.00)	(\$2,818.88)	2.35%	(\$121,128.20)	(\$121,128.20)	(\$120,000.00)	(0.94%)
Contribution from own funds	(\$78,120.75)	(\$80,000.00)	(\$1,879.25)	2.35%	(\$204,527.14)	(\$204,527.14)	(\$80,000.00)	(155.66%)
	<u>(\$195,301.87)</u>	<u>(\$200,000.00)</u>	<u>(\$4,698.13)</u>	<u>2.35%</u>	<u>(\$325,655.34)</u>	<u>(\$325,655.34)</u>	<u>(\$200,000.00)</u>	<u>(62.83%)</u>
<b>EXPENDITURES</b>								
Materials and supplies	\$195,301.88	\$200,000.00	\$4,698.12	2.35%	\$201,880.34	\$201,880.34	\$200,000.00	(0.94%)
Grants to others	\$1,492,056.00	\$1,492,056.00	\$0.00	0.00%	\$1,605,831.00	\$1,605,831.00	\$1,482,056.00	(8.35%)
<b>TOTAL OTHER EXPENSES</b>	<b>\$1,687,357.88</b>	<b>\$1,692,056.00</b>	<b>\$4,698.12</b>	<b>0.28%</b>	<b>\$1,807,711.34</b>	<b>\$1,807,711.34</b>	<b>\$1,682,056.00</b>	<b>(7.47%)</b>
	<u>\$1,687,357.88</u>	<u>\$1,692,056.00</u>	<u>\$4,698.12</u>	<u>0.28%</u>	<u>\$1,807,711.34</u>	<u>\$1,807,711.34</u>	<u>\$1,682,056.00</u>	<u>(7.47%)</u>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$1,492,056.01</b>	<b>\$1,492,056.00</b>	<b>(\$0.01)</b>	<b>(0.00%)</b>	<b>\$1,482,056.00</b>	<b>\$1,482,056.00</b>	<b>\$1,482,056.00</b>	<b>0.00%</b>

EDF

2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage</b>	<b>2018</b>	<b>2018</b>	<b>Percentage</b>	
	Actual	2019		Budget-Rem	Actual To: December	Actual Year End	Budget 2018	Budget-Rem YTD 2018
<b>REVENUE</b>								
Contribution from own funds	(\$183,253.62)		\$183,253.62	0.00%	(\$730,220.98)	(\$730,220.98)		0.00%
	(\$183,253.62)	\$0.00	\$183,253.62	0.00%	(\$730,220.98)	(\$730,220.98)	\$0.00	0.00%
<b>EXPENDITURES</b>								
Materials and supplies	\$183,253.62		(\$183,253.62)	0.00%	\$730,220.98	\$730,220.98		0.00%
Transfer to own funds	\$500,000.00	\$500,000.00	\$0.00	0.00%	\$500,000.00	\$500,000.00	\$500,000.00	0.00%
<b>TOTAL OTHER EXPENSES</b>	<b>\$683,253.62</b>	<b>\$500,000.00</b>	<b>(\$183,253.62)</b>	<b>(36.65%)</b>	<b>\$1,230,220.98</b>	<b>\$1,230,220.98</b>	<b>\$500,000.00</b>	<b>(146.04%)</b>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$500,000.00</b>	<b>\$500,000.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$500,000.00</b>	<b>\$500,000.00</b>	<b>\$500,000.00</b>	<b>0.00%</b>

**CORPORATE FINANCIALS**

2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage Budget-Rem</b>	<b>2018 Actual To: December</b>	<b>2018 Actual Year End</b>	<b>Budget</b>	<b>Percentage Budget-Rem</b>
	Actual	2019		0.0%			2018	YTD 2018
<b>REVENUE</b>								
Taxation	(\$117,484,711.15)	(\$117,173,658.00)	\$311,053.15	(0.27%)	(\$113,693,255.17)	(\$113,693,255.17)	(\$113,241,817.65)	(0.40%)
Payment in Lieu of taxes	(\$4,347,638.03)	(\$4,366,415.00)	(\$18,776.97)	0.43%	(\$4,366,620.12)	(\$4,366,620.12)	(\$4,160,860.00)	(4.95%)
Fees and user charges	(\$13,368,008.24)	(\$14,537,330.00)	(\$1,169,321.76)	8.04%	(\$13,026,639.59)	(\$13,026,639.59)	(\$13,606,980.00)	4.27%
Government grants	(\$15,423,489.00)	(\$15,543,586.00)	(\$120,097.00)	0.77%	(\$15,455,200.00)	(\$15,455,200.00)	(\$15,455,200.00)	0.00%
Interest and Investment income	(\$5,339,761.65)	(\$4,320,000.00)	\$1,019,761.65	(23.61%)	(\$7,097,793.80)	(\$7,097,793.80)	(\$4,305,000.00)	(64.87%)
Contribution from own funds	(\$2,366,705.50)		\$2,366,705.50	0.00%		(\$3,000.00)	(\$3,000.00)	0.00%
Other income	(\$2,812,113.21)	(\$2,647,500.00)	\$164,613.21	(6.22%)	(\$1,543,207.76)	(\$1,543,207.76)	(\$1,400,000.00)	(10.23%)
Change in future employee benefits	(\$15,294.99)		\$15,294.99	0.00%	(\$220,275.58)	(\$220,275.58)		0.00%
	<b>(\$161,157,721.77)</b>	<b>(\$158,588,489.00)</b>	<b>\$2,569,232.77</b>	<b>(1.62%)</b>	<b>(\$155,405,992.02)</b>	<b>(\$155,405,992.02)</b>	<b>(\$152,169,857.65)</b>	<b>(2.13%)</b>
<b>EXPENDITURES</b>								
Salaries	\$2,360,233.28		(\$2,360,233.28)	0.00%	<b>\$316.17</b>	<b>\$316.17</b>		0.00%
Benefits	\$16,000.00	\$20,000.00	\$4,000.00	20.00%	<b>\$22,000.00</b>	<b>\$22,000.00</b>	<b>\$20,000.00</b>	(10.00%)
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$2,376,233.28</b>	<b>\$20,000.00</b>	<b>(\$2,356,233.28)</b>	<b>(11,781.17%)</b>	<b>\$22,316.17</b>	<b>\$22,316.17</b>	<b>\$20,000.00</b>	<b>(11.58%)</b>
Materials and supplies	\$317,171.65	\$308,927.00	(\$8,244.65)	(2.67%)	<b>\$280,662.21</b>	<b>\$280,662.21</b>	<b>\$301,930.00</b>	7.04%
Program expenses	\$732,692.00	\$760,000.00	\$27,308.00	3.59%				0.00%
Financial expenses	\$243,898.88	\$12,475.00	(\$231,423.88)	(1,855.10%)	<b>\$164,910.16</b>	<b>\$164,910.16</b>		0.00%
Purchased and contracted services	\$590,913.86	\$594,779.00	\$3,865.14	0.65%	<b>\$518,607.39</b>	<b>\$518,607.39</b>	<b>\$485,460.00</b>	(6.83%)
Grants to others	\$863.72	\$865.00	\$1.28	0.15%	<b>\$863.72</b>	<b>\$863.72</b>		0.00%
Transfer to own funds	\$9,797,701.42	\$12,736,059.00	\$2,938,357.58	23.07%	<b>\$13,156,845.42</b>	<b>\$13,156,845.42</b>	<b>\$9,987,592.00</b>	(31.73%)
<b>TOTAL OTHER EXPENSES</b>	<b>\$11,683,241.53</b>	<b>\$14,413,105.00</b>	<b>\$2,729,863.47</b>	<b>18.94%</b>	<b>\$14,121,888.90</b>	<b>\$14,121,888.90</b>	<b>\$10,774,982.00</b>	<b>(31.06%)</b>
	<b>\$14,059,474.81</b>	<b>\$14,433,105.00</b>	<b>\$373,630.19</b>	<b>2.59%</b>	<b>\$14,144,205.07</b>	<b>\$14,144,205.07</b>	<b>\$10,794,982.00</b>	<b>(31.03%)</b>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>(\$147,098,246.96)</b>	<b>(\$144,155,384.00)</b>	<b>\$2,942,862.96</b>	<b>(2.04%)</b>	<b>(\$141,261,786.95)</b>	<b>(\$141,261,786.95)</b>	<b>(\$141,374,875.65)</b>	<b>0.08%</b>

**CAPITAL LEVY & DEBT**

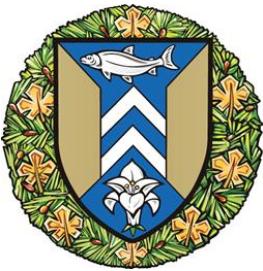
2019 - YEAR ENDED  
DECEMBER 31, 2019

<b>FISCAL YEAR REMAINING% :</b>	<b>YTD</b>	<b>Budget</b>	<b>Variance</b>	<b>Percentage Budget-Rem</b>	<b>2018 Actual To: December</b>	<b>2018 Actual Year End</b>	<b>Budget</b>	<b>Percentage Budget-Rem</b>
	Actual	2019		0.0%			2018	YTD 2018
<b>REVENUE</b>								
Fees and user charges	(\$341,494.53)	(\$350,000.00)	(\$8,505.47)	2.43%	(\$320,741.24)	(\$320,741.24)	(\$350,000.00)	8.36%
	(\$341,494.53)	(\$350,000.00)	(\$8,505.47)	2.43%	(\$320,741.24)	(\$320,741.24)	(\$350,000.00)	8.36%
<b>EXPENDITURES</b>								
Long term debt	\$2,867,066.52	\$2,875,685.00	\$8,618.48	0.30%	\$3,243,871.52	\$3,243,871.52	\$3,252,490.00	0.26%
Transfer to own funds	\$6,263,017.00	\$6,242,580.00	(\$20,437.00)	(0.33%)	\$6,240,734.00	\$6,240,734.00	\$6,242,580.00	0.03%
<b>TOTAL OTHER EXPENSES</b>	<b>\$9,130,083.52</b>	<b>\$9,118,265.00</b>	<b>(\$11,818.52)</b>	<b>(0.13%)</b>	<b>\$9,484,605.52</b>	<b>\$9,484,605.52</b>	<b>\$9,495,070.00</b>	<b>0.11%</b>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$8,788,588.99</b>	<b>\$8,768,265.00</b>	<b>(\$20,323.99)</b>	<b>(0.23%)</b>	<b>\$9,163,864.28</b>	<b>\$9,163,864.28</b>	<b>\$9,145,070.00</b>	<b>(0.21%)</b>

## Appendix B

CORPORATION OF THE CITY OF SAULT STE. MARIE  
RESERVE TRANSFERS TO BE APPROVED BY COUNCIL  
DECEMBER 31, 2019

<u>Details</u>	From Reserve	To Reserve
	\$	\$
Municipal Accommodation Tax (MAT)		
MAT funds to be transferred to reserve annually for use in subsequent years . <b>(ONGOING)</b>		
<b>Transfer to MAT Reserve (*new reserve)</b>		555,618
Total	-	555,618



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

### C O U N C I L   R E P O R T

April 27, 2020

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

**AUTHOR:** Shelley J Schell CPA, CA Chief Financial Officer and Treasurer

**DEPARTMENT:** Corporate Services

**RE:** 2020 Tax Rates

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#### PURPOSE

The purpose of this report is to provide tax rate option for 2020. Staff is seeking Council approval of the recommended option.

#### BACKGROUND

The Long Term Tax Policy approved by Council on November 21, 2016 sets out Council's objectives in setting the annual tax policy. The fundamental purpose of the tax policy is to assist in the achievement of municipal goals and objectives by controlling the distribution of taxes between property classes. The Long Term Tax Policy recognized that significant decreases in the industrial and commercial assessment since 2007 lead to inequitable tax ratios for those classes. The tax policy will be updated and provided to Council for the next reassessment cycle that was scheduled for 2021, but has now been deferred by the Province until 2022.

Council approved the 2020 Operating Budget levy of \$118,806,737 on December 9, 2019.

#### ANALYSIS

In recommending a tax ratio option, staff looked at the general objectives for the 2020 tax rates based upon the Long Term Tax Policy guidelines:

- Residential class increase equal to or less than total levy increase (3.31%)
- Proactively balance tax distribution to provide for the tax ratios of the Industrial and Commercial classes to be less than previous year
- Manage inter-class assessment shifts where possible

Managing the tax objectives proactively for 2020 was problematic due to virtually zero percent assessment growth in 2019 resulting in very little new municipal revenue (Appendix A-Assessment Growth). Staff were unable to provide alternate

ratios that would address keeping the residential class increase at or less than the levy increase. Proactive decreases to the Industrial and Commercial classes could not be achieved either without impacting the residential class to a greater extent. The objectives are in conflict with each other without assessment growth available so one objective cannot be maintained without impacting the other detrimentally.

Tax ratios must be set within the guidelines prescribed by the Province. The Municipal Act provides a range of tax policy tools to municipalities to alter the tax burdens both within and between tax classes. The tools provide the following options:

- Adopt the current tax ratios (starting ratios)
- Adopt revenue neutral ratios to mitigate the assessment related tax shifts between classes
- Establish a new ratio that is closer to or within the Range of Fairness (alternative ratios)

Tax ratio scenarios for 2020 tax rates are shown in Appendix B.

#### Summary of Tax Ratio Options:

##### *Starting Ratios*

The current tax ratios, or starting ratios, reflect a residential tax increase that is higher than the total levy increase. This is due to zero assessment growth and the regulated levy restriction that limits the increase in the Commercial and Industrial classes. The levy restriction transfers the tax burden from the restricted classes to the others. The levy restriction will naturally decrease the tax ratio for the Commercial and Industrial classes, which aligns with the objective of decreasing these ratios over time.

##### *Revenue Neutral Ratios*

Revenue neutral ratios are used to mitigate tax shifts due to reassessment. This option will reduce the interclass shift of tax burden that was experienced by the Multi-residential class in the 2017-2020 reassessment. The option will reduce the multi-residential tax increase to 3.95% but will transfer the tax burden, mainly to the residential class, resulting in a tax change of 3.95%.

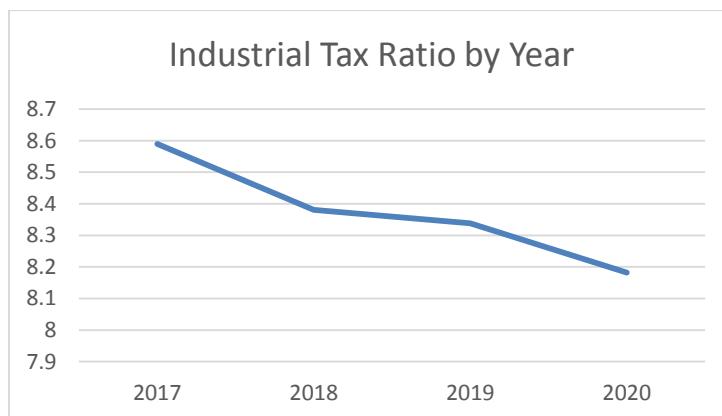
In 2018 Council approved moving the tax ratio within the Range of Fairness for the multi-residential class in order to manage the increase in assessment of approximately 9% annually in the class. Revenue-earning potential determines the assessment for the properties. Property transactions from 2017 to current reflect selling prices close or in excess of CVA. Substantial changes are not anticipated to the assessments under appeal.

#### *Alternate Ratios*

With no assessment growth, proactive movement of class ratios closer to the Range of Fairness could not be accomplished without impacting the other classes detrimentally. Further mitigation of the Industrial, Commercial and Multi-residential classes could not occur without increasing the residential class, which is already in excess of the levy increase with starting ratios.

The above analysis does not include the effect of education taxes, which the City collects on behalf of the Province, or tax capping. Tax capping has in-class implications and does not affect the overall tax ratios of the classes. The tax capping recommendations and by-law appear elsewhere on the agenda.

Staff is recommending the Starting Ratio Scenario as it will minimize the impact to the residential class and still maintain a decrease in the tax ratios for the Industrial and Commercial classes. The graph below reflects the decrease in the Industrial class tax ratio since 2017, the first year of the reassessment period. The ratio has been decreased by almost 5%.



The dollar and percentage tax change for the median property (midpoint) for various property types are shown in Appendix A. Under the recommended Starting Ratio Scenario, 94.3% of the residential properties will have less than a \$200 increase, with an average change of \$84 for single family dwellings.

The financial impact to the community due to the COVID-19 pandemic has resulted in Council waiving all interest and penalties on tax payments. Staff is recommending that the normal due date schedule be maintained. The final tax billing by-law 2020-90 sets the interest at 0% until such time that Council reinstates and amends the by-law. Interest being set at 0% in effect allows a deferral of the tax installments.

#### **FINANCIAL IMPLICATIONS**

The setting of the 2020 tax rates does not affect the levy requirement for 2020. The only implication is the distribution of the levy amongst the tax classes.

2020 Tax Rates

2020 04 27

Page 4.

Interest and penalties on past due installments at 0% will result in a negative variance to the 2020 operating budget revenue of \$ 1,215,000 and may result in an operating deficit for the 2020 fiscal year. This deficit along with other revenue decreases and additional expenses related to the COVID-19 pandemic will be reported to Council at a subsequent meeting.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

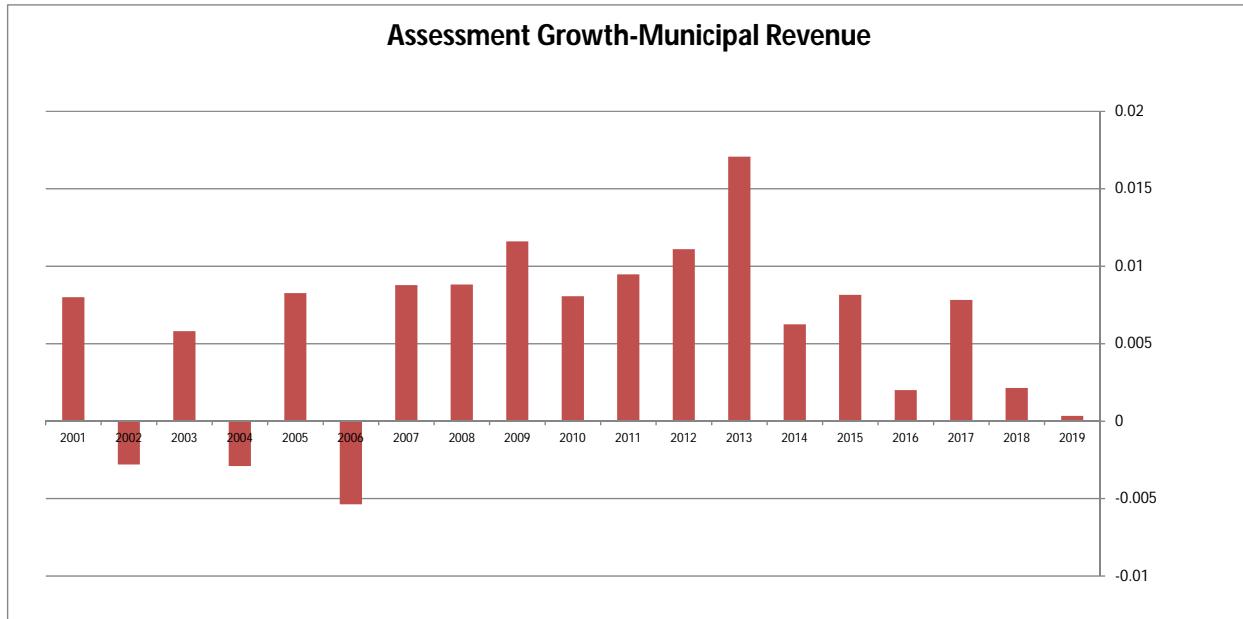
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 04 27 concerning 2020 Tax Rates be received. By-laws 2020-88, 2020-89 and 2020-90 appear elsewhere on the agenda and are recommended for approval.

Respectfully submitted,



Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
2019 TAX RATE SCENARIOS

APPENDIX B

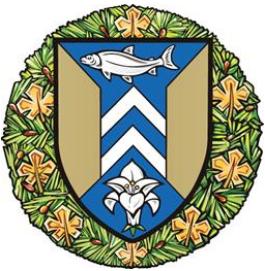
2020 Levy Increase	3.31%
2019 Assessment Growth	-0.03%
Other	0.06%
<b>Tax increase</b>	<b>3.34%</b>

Class	2019 Tax Ratios		% of tax	Starting Ratios				Revenue Neutral Ratios				Tax Shift - Starting to Revenue Neutral (+ increase)		
	Municipal	Chg from 2019 after growth		Tax Ratio	Change from 2019 ratio	% of tax	Municipal	Chg from 2019 after growth	Tax Ratio	Change from 2019 ratio	% of tax	\$	% Change	
<b>Taxable</b>														
Residential	1.000	63.2%	75,754,053	3.60%	1.000000	0.000	63.8%	76,009,254	3.95%	1.000000	0.000	64.0%	255,201	0.34%
New Multi-residential	n/a	n/a	50,767	9.80%	1.082000	n/a	0.0%	50,938	10.17%	1.082000	n/a	0.0%	171	0.34%
Multi-residential	1.082	5.1%	6,420,565	9.68%	1.082000	0.000	5.4%	6,085,226	3.95%	1.022045	-0.060	5.1%	(335,338)	-5.22%
Com. Occupied	2.183	17.3%	20,210,616	2.24%	2.141965	-0.041	17.0%	20,164,202	2.00%	2.129704	-0.053	17.0%	(46,414)	-0.23%
Com. Exc. Land	1.528	0.1%	99,524	3.19%	1.499376	-0.029	0.1%	99,296	2.96%	1.490793	-0.037	0.1%	(229)	-0.23%
Comm. On-Farm Business	n/a	n/a	105	0.00%	2.141965	n/a	0.0%	105	0.00%	2.129704	n/a	0.0%	(0)	-0.24%
Shopping Occ.	2.317	4.2%	4,535,972	0.98%	2.273836	-0.043	3.8%	4,525,560	0.74%	2.260820	-0.056	3.8%	(10,412)	-0.23%
Shopping Exc.	1.622	0.0%	0	0.00%	1.591685	-0.030	0.0%	0	0.00%	1.582574	-0.040	0.0%	0	0.00%
Office Occupied	3.035	0.6%	700,053	5.32%	2.977696	-0.057	0.6%	698,446	5.08%	2.960651	-0.074	0.6%	(1,607)	-0.23%
Office Exc. Land	2.124	0.0%	0	0.00%	2.084387	-0.040	0.0%	0	0.00%	2.072456	-0.052	0.0%	0	0.00%
Parking/Vac. Land	1.614	0.5%	637,240	5.50%	1.583618	-0.030	0.5%	635,777	5.25%	1.574553	-0.039	0.5%	(1,463)	-0.23%
Ind. Occupied	4.695	2.3%	2,742,966	3.07%	4.606811	-0.088	2.3%	2,780,888	4.50%	4.654866	-0.040	2.3%	37,921	1.38%
Ind. Exc. Land	3.052	0.0%	32,734	4.50%	2.994427	-0.057	0.0%	33,186	5.95%	3.025663	-0.026	0.0%	453	1.38%
Ind. Vac. Land	3.052	0.2%	261,543	5.04%	2.994427	-0.057	0.2%	265,160	6.50%	3.025663	-0.026	0.2%	3,617	1.38%
Ind. On-Farm Business	n/a	n/a	2,255	0.00%	4.606811	n/a	0.0%	2,286	0.00%	4.654866	n/a	0.0%	31	1.38%
Large Ind. Occ.	8.338	5.6%	6,512,139	-0.64%	8.181817	-0.156	5.5%	6,602,197	0.73%	8.267163	-0.071	5.6%	90,058	1.38%
Large Ind. Exc.	5.420	0.1%	103,370	-1.20%	5.318181	-0.102	0.1%	104,799	0.17%	5.373656	-0.046	0.1%	1,430	1.38%
Landfills	1.945	0.0%	0	0.00%	1.884024	-0.061	0.0%	0	0.00%	1.884024	-0.061	0.0%	0	0.00%
Pipelines	2.094	0.6%	727,157	3.10%	2.093910	0.000	0.6%	733,687	4.02%	2.105655	0.012	0.6%	6,530	0.90%
Farm	0.250	0.0%	7,323	10.44%	0.250000	0.000	0.0%	7,347	10.81%	0.250000	0.000	0.0%	25	0.34%
Managed Forests	0.250	0.0%	8,248	4.86%	0.250000	0.000	0.0%	8,276	5.21%	0.250000	0.000	0.0%	28	0.34%
<b>Total Taxable</b>			<b>118,806,630</b>	<b>3.34%</b>				<b>118,806,630</b>	<b>3.34%</b>					
Median/Typical Property	2020 CVA	% CVA change	\$ Tax Change	% Tax Change				\$ Tax Change	% Tax Change				\$ Tax Change for Shift	
Single Family Dwelling	197,000	2.47%	\$83.94	3.19%				\$93.10	3.54%				\$9.16	
Apartment Building	1,337,000	8.81%	\$1,741.84	9.57%				\$700.70	3.85%				(\$1,041.14)	
Small Office Building	290,000	0.78%	(\$39.81)	-0.47%				(\$59.11)	-0.70%				(\$19.30)	
Small Retail Commercial Property	193,000	2.12%	\$46.91	0.85%				\$34.07	0.61%				(\$12.84)	
Standard Industrial Property	579,000	0.00%	(\$454.52)	-1.24%				\$44.46	0.12%				\$498.98	

The median or typical property in each group represents a property with an assessed value at or near the midpoint or median for the group and a per cent change in assessment for the year at or near the median for the group.

Analysis based upon assessment data as of

Excludes Capping



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

### COUNCIL REPORT

April 27, 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 Property Tax Capping Options

---

#### PURPOSE

Municipalities in Ontario are required to pass a by-law annually to adopt optional tools for the purposes of administering limits for the non-residential tax classes. The purpose of this report is to seek Council approval of the by-law.

#### BACKGROUND

In 1998, the Province of Ontario introduced the Tax Capping program to protect commercial, industrial and multi-residential properties from significant property tax increases. This program limits or “caps” tax increases at 5% due to changes in property value.

Capping limits landowners from paying the full amount of taxes based on the assessed value of the property. When properties experience a decline in property value, which would normally lead to a decrease in property tax, the capping program “claws back” from them to fund the revenue shortfall resulting from the capping limit placed on property experiencing an increase in value. In other words, decreasing property owners fund the increasing properties’ cap on their tax increase. If there is not enough room in the properties being clawed back to finance the capped properties then a shortfall occurs which is funded by general revenue, reserves or all other classes.

The caps established are not intended to be permanent. The ultimate goal is eventually to have all properties at their Current Value Assessment (CVA). This objective can often be undone following a reassessment. The Province has added additional tools to assist municipalities reaching the objective of CVA and thus exiting from capping permanently. Generally, this will involve shifting the tax burden among properties within the affected property class.

#### ANALYSIS

In setting the objectives and tax capping options it should be recognized that properties with assessment increases will also have protection from large

## 2020 Property Tax Capping Options

2020 04 27

Page 2.

assessment changes by the four-year phase-in, as well as by capping. It should also be noted that tax ratios are systematically decreasing the tax burden in the industrial and commercial sector due to levy restriction.

Staff's objectives in establishing the capping options were:

- To utilize tools that will assist in reaching the goal of CVA tax and thus exit capping in the non-residential property classes in the future (ie. A greater percentage of properties will reach CVA)
- To find an acceptable balance to allow decreasing properties to realize their tax decrease while not transferring excessive burden in one year to increasing properties
- Mitigate shortfalls in financing capped properties from the claw back properties

Currently Sault Ste. Marie's Industrial, Commercial and Multi-residential classes are capped. The following options may be used singularly or in combination with other options:

- The amount of the annual cap can be set to a maximum of 10% of last year's capped taxes
- A minimum cap of 5% of the prior year CVA tax can be implemented
- Properties that would receive a cap credit of \$500 or less can be moved directly to CVA tax
- Properties that would be subject to a claw back of \$500 or less can be moved directly to CVA tax
- Exempt properties from the capping calculation where the previous year's capped taxes for the property equal to the uncapped taxes for that year
- Exempt properties from the capping calculation where the previous years capped taxes were less than the previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current year's CVA taxes or vice-versa.

The available options were reviewed for each of the classes and compared to the status quo (options used in 2019). Staff are recommending that the status quo be maintained for all classes. With the financial impacts of the COVID-19 pandemic utilizing tools to exit capping sooner are not recommended. The status quo will also not create a shortfall which would have to be funded by the other classes or by other means. Appendix A provides a summary of the recommended tax option for each class.

The recommended option for the Multi-residential class will also maintain the phase out of capping for the class, with 2020 being Year 2 of the 3 year phase out. The City should be able to pass a by-law in 2021 to permanently exit capping for this class.

**FINANCIAL IMPLICATIONS**

The setting of the property tax capping options does not affect the levy requirement for 2020.

**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:

The relevant By-law 2020-91 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



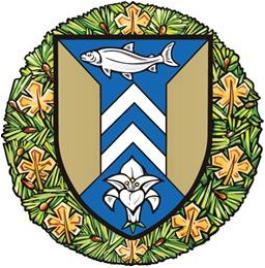
Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)

THE CORPORATION OF THE CITY OF SAULT STE MARIE  
TAX CAPPING OPTION - 2020

APPENDIX A

	Multi-residential	Commercial	Industrial
	Status Quo	Status Quo	Status Quo
Annualized Tax Limit	10%	5%	5%
Prior Year CVA Tax Limit	10%	5%	0%
CVA Tax Threshold - Increasers	\$ 500	\$ 250	\$ 250
CVA Tax Threshold - Decreasers	\$ 500	\$ 250	\$ 250
Exclude Properties Previously at CVA Tax	Yes	Yes	No
Exclude Properties that Move from Capped to Clawed Back	Yes	Yes	No
Exclude Properties that Move from Clawed Back to Capped	Yes	Yes	No
Exclude Reassessment Increase	Yes	Yes	No
Clawback (%Claw)	0.0%	23.5%	79.0%
Decrease Retained (%Decr)	100.0%	76.5%	21.0%
Cost of Capping	\$ -	\$ (215,401)	\$ (819,827)
Clawback Amount	\$ -	\$ 215,401	\$ 819,827
Net Class Impact	\$ -	\$ -	\$ -
Capped/Protected by Annualized Tax Limit	0	0	0
Capped/Protected by CVA Tax Limit	0	94	96
Tax Above CVA Tax due to Clawback	0	142	13
Total Subject to Capping	0	236	109

\*Year 2 of 3 capping  
phase out



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

### COUNCIL REPORT

April 27, 2020

TO: **Mayor Christian Provenzano and Members of City Council**  
AUTHOR: **Lisa Petrocco, CPA, CGA Manager of Taxation**  
DEPARTMENT: **Corporate Services**  
RE: **Property Tax Appeals**

---

#### **PURPOSE**

Staff is seeking Council approval of property tax appeals as required pursuant to Sections 354 and 357 of the *Municipal Act*.

#### **BACKGROUND**

A listing of applications received for adjustment of realty taxes pursuant to Sections 354 and 357 of the *Municipal Act* is attached to this report.

#### **ANALYSIS**

The Municipal Property Assessment Corporation has recommended the amount of the assessment to be adjusted.

#### **FINANCIAL IMPLICATIONS**

There is an annual budget allocation for tax write-offs. The decreased revenue of \$16,497.90 can be accommodated within the existing budget allocation

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

Not applicable.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation dated 2020 04 27 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Sections 354 and 357 of the Municipal Act be approved.

Property Tax Appeals

2020 04 27

Page 2.

Respectfully submitted,



Lisa Petrocco, CPA, CGA

Manager of Taxation

705.541.7065

[l.petrocco@cityssm.on.ca](mailto:l.petrocco@cityssm.on.ca)

**APPLICATION TO COUNCIL TO CANCEL  
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357  
OF THE MUNICIPAL ACT, 2001**

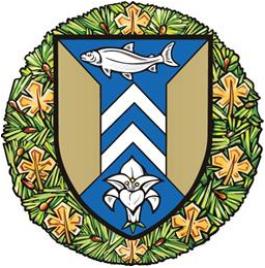
**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
PROPERTY TAX APPEALS**

DATE: 2020 04 27  
PAGE: 1 of 1

**REPORT TOTAL**      **16,006.97**      **490.93**      **16,497.90**

- A. CEASES TO BE LIABLE FOR TAX AT RATE IT WAS TAXED
  - B. BECAME VACANT OR EXCESS LAND
  - C. BECAME EXEMPT
  - D. SICKNESS OR EXTREME POVERTY

- DI. RAZED BY FIRE, DEMOLITION OR OTHERWISE
  - DII. DAMAGED AND SUBSTANTIALLY UNUSABLE
  - E. MOBILE UNIT REMOVED
  - F. GROSS OR MANIFEST CLERICAL/FACTUAL ERROR
  - G. REPAIRS/RENO'S PREVENTING NORMAL USE (MIN 3 MONTHS)



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

### COUNCIL REPORT

April 27, 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 Queenstown Board of Management (O/A The Downtown Association) Budget and 2019 Audit Report

---

#### PURPOSE

The Queenstown Board of Management (O/A The Downtown Association) Budget for 2020 is included for the approval of Council. The Audited Financial Statements of the Queenstown Board of Management for 2019 are provided for information..

#### BACKGROUND

The Downtown Association Board of directors approved their 2020 operating budget at their April 20, 2020 Annual General Meeting. As per the Municipal Act, Section 205(2), the budget is to be submitted to the municipality who may approve it in whole or in part but may not add expenditures to it

#### ANALYSIS

Not applicable.

#### FINANCIAL IMPLICATIONS

The 2020 budget estimates of the Downtown Association are not part of the City budget estimates and are only added to the tax bills as a special levy to properties within the Downtown Association's boundaries for collection purposes

#### 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 and Treasurer dated 2020 04 27 concerning the Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statements for the year 2019 be received and the recommendation that the Downtown Association Budget for the year 2020 be approved.

2020 Queenstown BIA Budget and 2019

Audit Report

2020 04 27

Page 2.

Respectfully submitted,



Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)

Financial Statements of

**BOARD OF MANAGEMENT OF QUEENSTOWN,  
THE SAULT STE. MARIE CENTRAL BUSINESS  
DISTRICT IMPROVEMENT AREA**

Year ended December 31, 2019



KPMG LLP  
111 Elgin Street, Suite 200  
Sault Ste. Marie ON P6A 6L6  
Canada  
Telephone (705) 949-5811  
Fax (705) 949-0911

## INDEPENDENT AUDITORS' REPORT

To the Members of Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area and Members of Council, Inhabitants and Ratepayers of The Corporation of the City of Sault Ste. Marie.

### *Opinion*

We have audited the financial statements of Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area (the "Board"), which comprise:

- the statement of financial position as at December 31, 2019
- the statement of operations and accumulated surplus for the year then ended
- the statement of changes in net financial assets for the year then ended
- the statement of cash flows for the year then ended
- and notes to the financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Board as at December 31, 2019, and its results of operations, changes in net assets and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "Auditors' Responsibilities for the Audit of the Financial Statements" section of our auditors' report.

We are independent of the Board in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

***Responsibilities of Management and Those Charged with Governance for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Board's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Board or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Board's financial reporting process.

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control.

Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.



Page 3

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Board's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusion is based on the audit evidence obtained up to the date of our auditors report. However, future events or conditions may cause the Board to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



A handwritten signature in black ink that reads "KPMG LLP". A thin horizontal line is drawn underneath the signature.

Chartered Professional Accountants, Licensed Public Accountants

Sault Ste. Marie, Canada  
March 11, 2020

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

## **Statement of Financial Position**

December 31, 2019, with comparative information for 2018

	2019	2018
<b>Financial assets</b>		
Cash	\$ 50,593	\$ 19,265
Term deposit	40,711	80,354
Accounts receivable	11,548	11,963
Due from the City of Sault Ste. Marie	29,225	—
<b>Total financial assets</b>	<b>132,077</b>	<b>111,582</b>
<b>Financial liabilities</b>		
Accounts payable and accrued liabilities	11,340	7,491
Deferred revenue	3,527	—
<b>Total financial liabilities</b>	<b>14,867</b>	<b>7,491</b>
<b>Net financial assets</b>	<b>117,210</b>	<b>104,091</b>
<b>Non-financial assets</b>		
Tangible capital assets (note 2)	17,596	21,512
Prepaid expenses	185	185
<b>Total financial assets</b>	<b>17,781</b>	<b>21,697</b>
Commitment (note 7)		
<b>Accumulated surplus (note 6)</b>	<b>\$ 134,991</b>	<b>\$ 125,788</b>

The accompanying notes are an integral part of the financial statements.

On behalf of the Board:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

## **Statement of Operations and Accumulated Surplus**

Year ended December 31, 2019, with comparative information for 2018

	Budget (note 5)	2019	2018
<b>Revenue:</b>			
Assessments	\$ 188,000	\$ 184,959	\$ 186,197
Grants and other (note 3)	22,624	39,509	42,079
Events	7,850	76,961	19,019
Rental Income	1,750	2,100	2,250
Interest	–	559	387
<b>Total revenue</b>	<b>220,224</b>	<b>304,088</b>	<b>249,932</b>
<b>Expenses:</b>			
Wages and benefits (note 4)	128,533	148,839	114,255
Consulting and tourism projects	–	6,000	34,559
Rent	19,050	18,691	19,050
Assessments written-off and rebates	20,000	12,261	14,875
Events and activities	15,279	67,710	34,862
On street costs	9,400	9,307	11,865
Professional fees	7,651	7,591	8,120
Promotion and marketing	6,600	9,413	6,675
Office	3,600	3,764	6,829
Telephone and internet	1,751	1,751	1,751
Insurance	2,710	2,703	2,687
Meetings and seminars	2,475	2,641	2,372
Amortization of tangible capital assets	3,916	3,916	4,065
Miscellaneous	175	298	360
<b>Total expenses</b>	<b>221,140</b>	<b>288,885</b>	<b>262,325</b>
<b>Annual surplus (deficit)</b>	<b>(916)</b>	<b>9,203</b>	<b>(12,393)</b>
Accumulated surplus, beginning of year	125,788	125,788	138,181
<b>Accumulated surplus, end of year</b>	<b>\$ 124,872</b>	<b>\$ 134,991</b>	<b>\$ 125,788</b>

The accompanying notes are an integral part of the financial statements.

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

## **Statement of Changes in Net Financial Assets**

Year ended December 31, 2019, with comparative information for 2018

	Budget	2019	2018
(note 5)			
Annual surplus (deficit)	\$ (916)	\$ 9,203	\$ (12,393)
Acquisition of tangible capital assets	(3,000)	–	(3,027)
Amortization of tangible capital assets	3,916	3,916	4,065
	–	13,119	(11,355)
Change in prepaid expenses	–	–	1,831
Change in net financial assets	–	13,119	(9,524)
Net financial assets, beginning of year	104,091	104,091	113,615
<b>Net financial assets, end of year</b>	<b>\$ 104,091</b>	<b>\$ 117,210</b>	<b>\$ 104,091</b>

The accompanying notes are an integral part of the financial statements.

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

## **Statement of Cash Flows**

Year ended December 31, 2019, with comparative information for 2018

	2019	2018
Cash provided by (used in):		
Operating activities:		
Annual surplus (deficit)	\$ 9,203	\$ (12,393)
Item not involving cash:		
Amortization of tangible capital assets	3,916	4,065
	<u>13,119</u>	<u>(8,328)</u>
Change in non-cash assets and liabilities:		
Decrease in accounts receivable	415	1,189
Decrease in prepaid expenses	–	1,831
Increase in deferred revenue	3,527	–
Increase (decrease) in accounts payable and accrued liabilities	3,849	(9,512)
Increase in due from the City of Sault Ste. Marie	<u>(29,225)</u>	<u>(724)</u>
	<u>(8,315)</u>	<u>(15,544)</u>
Investing activities:		
Decrease (increase) in term deposit	39,643	(53,072)
Capital activities:		
Cash used to acquire tangible capital assets	–	(3,026)
Net change in cash	31,328	(71,642)
Cash, beginning of year	19,265	90,907
Cash, end of year	<u>\$ 50,593</u>	<u>\$ 19,265</u>

The accompanying notes are an integral part of the financial statements.

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Notes to Financial Statements

Year ended December 31, 2019

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The Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area (the "Board") was established on September 28, 1976 to foster and enhance commercial interests in the downtown business improvement area of Sault Ste. Marie, Ontario.

## **1. Significant accounting policies:**

The financial statements of the Board are the representation of management prepared in accordance with Canadian generally accepted accounting principles for government organizations, as recommended by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. Significant aspects of the accounting policies adopted by the Board are as follows:

### **(a) Non-financial assets:**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

### **(b) Tangible capital assets:**

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value of the tangible capital assets is amortized on the following annual rates and methods:

Asset	Method used	Rate
Furniture and equipment	Declining-balance	20%
Computer equipment	Declining-balance	30%
Signage	Straight-line	5 years
Leasehold improvements	Straight-line	10 years

### **(c) Use of estimates:**

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Notes to Financial Statements

Year ended December 31, 2019

---

## **1. Significant accounting policies (continued):**

### **(d) Revenue recognition:**

Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

Assessments are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Events and rent revenues are recognized when the services are performed, collection of the relevant receivable is probable, persuasive evidence of an arrangement exists and fees are fixed or determinable. Amounts received for future services are deferred until the service is provided.

## **2. Tangible capital assets:**

Cost	Balance at December 31, 2018	Additions	Disposals	Balance at December 31, 2019
Furniture and equipment	\$ 6,365	\$ —	\$ —	\$ 6,365
Computer equipment	9,524	—	—	9,524
Signage	15,078	—	—	15,078
Leasehold improvements	12,581	—	—	12,581
Work in process	9,967	—	—	9,967
<b>Total</b>	<b>\$ 53,515</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 53,515</b>
Accumulated Amortization	Balance at December 31, 2018	Disposals	Amortization expense	Balance at December 31, 2019
Furniture and equipment	\$ 3,614	\$ —	\$ 550	\$ 4,164
Computer equipment	8,357	—	351	8,708
Signage	7,451	—	3,015	10,466
Leasehold improvements	12,581	—	—	12,581
<b>Total</b>	<b>\$ 32,003</b>	<b>\$ —</b>	<b>\$ 3,916</b>	<b>\$ 35,919</b>
<b>Net book value</b>	<b>\$ 21,512</b>			<b>\$ 17,596</b>

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Notes to Financial Statements

Year ended December 31, 2019

---

### **3. Grants and other:**

	2019	2018
Municipal grant	\$ 6,000	\$ 22,500
Wage subsidies	33,509	19,579
	<hr/> \$ 39,509	<hr/> \$ 42,079

### **4. Wages and benefits:**

	2019	2018
Regular wages and benefits	\$ 85,046	\$ 79,945
Subsidized wages and benefits	63,793	34,310
	<hr/> \$ 148,839	<hr/> \$ 114,255

### **5. Budget figures:**

The operating budget approved by the Board for 2019 was prepared for the purpose of establishing the estimated revenues and expenses for fiscal 2019. The budget established does not include a budget for the amortization of tangible capital assets. The Board also does not budget activity within reserves.

The budget figures presented in the Statement of Operations and the Statement of Changes in Net Financial Assets have been restated to be comparable with the Public Sector Accounting Standards. A reconciliation of the Board approved budget and the budget presented in these financial statements is presented below:

---

Adopted budget for the year:	\$ -
Adjustments to adopted budget:	
Acquisition of tangible capital assets	3,000
Amortization of tangible capital assets	(3,916)
Restated budgeted deficit for the year	<hr/> \$ (916)

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Notes to Financial Statements

Year ended December 31, 2019

---

## **6. Accumulated surplus:**

Accumulated surplus is comprised of:

	2019	2018
Invested in tangible capital assets	\$ 17,596	\$ 21,511
Operating fund surplus	117,395	104,277
	<hr/> \$ 134,991	<hr/> \$ 125,788

## **7. Commitment:**

The Board leases its premises with a minimum annual lease payment of \$18,720 plus applicable taxes. The lease expires January 31, 2020.

## **8. Segmented reporting:**

The Chartered Professional Accountants of Canada Public Sector Accounting Handbook Section PS2700 – Segmented Disclosures establishes standards on defining and disclosing segments in a government's financial statements. Government organizations that apply these standards are encouraged to provide the disclosures established by this section when their operations are diverse enough to warrant such disclosures. The Board has only one identifiable segment, considered to be fostering and enhancing commercial interests in the downtown business improvement area of Sault Ste. Marie, Ontario as presented in these financial statements.

## **9. Comparative information:**

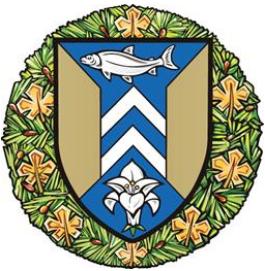
Certain 2018 comparative information has been reclassified to conform to the financial statement presentation adopted for 2019. The change made do not have an impact on the statement of operations.

	<u>2019 Budget</u>	<u>2019 Actual</u>	<u>2020 Budget</u>
<b>Income</b>			
Assessments	\$ 188,000	\$ 172,698	\$ 115,000
Assessment Write-offs and rebates	\$ (20,000)	\$ -	\$ (20,000)
<b>Total Assessments Total</b>	<b>\$ 168,000</b>	<b>\$ 172,698</b>	<b>\$ 95,000</b>
<b>Other Income</b>			
Partner Membership		300	\$ 1,000
Moonlight Magic Sponsorship	\$ 2,000	\$ 2,600	\$ 2,500
Community Art Project		\$ 59,790	\$ 21,593
Banner Program			
Billboard/Promotional Signage		900	
Street Party Sponsorship	\$ 5,000	\$ 6,462	
Rental Income	\$ 1,750	\$ 2,100	\$ 2,100
Street Party Income	\$ 350	\$ 820	
Miscellaneous Income	\$ 500	\$ 3,003	
Poutine Feast Funding		\$ 1,777	
Grants		\$ 2,500	
Event Revenue		\$ 1,309	
Interest Income			
<b>Total Other Income</b>	<b>\$ 9,600.00</b>	<b>\$ 81,561.15</b>	<b>\$ 27,193.37</b>
<b>Total Income</b>	<b>\$ 177,600.00</b>	<b>\$ 254,259.58</b>	<b>\$ 122,193.37</b>
<b>Expenses</b>			
<b>Salaries &amp; Benefits</b>			
Wages	\$ 76,000	\$ 101,469	\$ 98,300
Subsidized Salaries	\$ 42,952.00	\$ 35,358.12	\$ 23,100.00
Vehicle Costs	\$ 240	\$ 240	\$ -
Cellular Allowance	\$ 480	\$ 480	\$ 330
Employer Share of CPP	\$ 5,532	\$ 6,342	\$ 7,425
Employer share of EI	\$ 2,064	\$ 3,000	\$ 2,367
CRA Penalties	\$ -	\$ 201	\$ -
Commission	\$ 650	\$ 1,058	\$ -
WSIB	\$ 615	\$ 693	\$ 1,100

Payroll Subsidy	\$ (22,624.00)	\$ (34,536.20)	\$ (28,009.80)
Grants and Other			
<b>Total Salaries &amp; Benefits</b>	<b>\$ 105,909.50</b>	<b>\$ 114,304.81</b>	<b>\$ 104,612.13</b>
<b>Office Expenses</b>			
Rent	\$ 19,050	\$ 18,691	\$ 19,050
Office Cleaning	\$ 200	\$ 40	\$ 200
Supplies	\$ 1,000	\$ 1,070	\$ 800
Equipment Repairs & Maintenance	\$ 200	\$ -	\$ 200
Telephone/Internet	\$ 1,751	\$ 1,751	\$ 1,500
Office Furniture & Equipment	\$ 3,000	\$ 148	\$ 3,000
Software			\$ 500
Memberships/Publications	\$ 600	\$ 653	\$ 1,000
Insurance	\$ 2,710	\$ 5,381	\$ 2,715
Postage & Courier	\$ 75	\$ 70	\$ 75
Photocopies	\$ 650	\$ 715	\$ 700
Recruiting	\$ 375	\$ 357	\$ 375
<b>Total Office Expenses</b>	<b>\$ 29,610.90</b>	<b>\$ 28,874.97</b>	<b>\$ 30,115.00</b>
<b>Marketing &amp; Communication</b>			
<b>Advertising</b>			
Radio	\$ 1,200.00	\$ 924.27	
Billboard	\$ 900.00	\$ 2,839.10	\$ 1,500.00
On-Line	\$ -	\$ -	\$ -
Social Media	\$ 500.00	\$ 414.97	\$ 500.00
Television	\$ -	\$ -	\$ -
Misc (Bus ads./Tshirts , etc)	\$ 1,000.00	\$ 575.00	\$ 1,000.00
Print	\$ 1,800.00	\$ 3,226.82	\$ 600.00
<b>Total Advertising</b>	<b>\$ 5,400.00</b>	<b>\$ 7,980.16</b>	<b>\$ 3,600.00</b>
Downtown Newsletters/Member publication	\$ 400	\$ 117	\$ 600.00
Outreach/Promotions	\$ -	\$ -	\$ -
Greyhound Promotions	\$ 200	\$ -	\$ -
Board Elections	\$ -	\$ -	\$ -

Positive Soo		\$	1,316	
<b>Total Communications</b>	\$ 600.00	\$ 1,432.52	\$ 600.00	
<b>Total Marketing &amp; Communications</b>	\$ 6,000.00	\$ 9,412.68	\$ 4,200.00	
<b>Events &amp; Activities</b>				
Community Art Project		33675.7	\$ 25,000	
Downtown Street Party	\$ 8,000	\$ 13,750		
Shadows of the Mind Film Festival	\$ 329	\$ -	\$ -	
Moonlight Magic	\$ 4,000	\$ 10,502	\$ 6,000	
Greyhounds Season Opener	\$ 200	\$ 1,069	\$ -	
Greyhounds Playoff Party	\$ -	\$ -	\$ 500	
New Initiatives	\$ 1,000	\$ 7,005	\$ 1,000	
Queen Street Cruise				
Walk of Fame		0		
Service Sector Events/Initiatives	\$ 1,750.00	\$ 944.96	\$ 1,750.00	
Poutinefeast				
Halloween on Queen			\$ 700.00	
Longest Garage Sale				
Fall Harvest Event			\$ 2,000.00	
On this Spot/Save Clock Tower			\$ 1,000.00	
Maintenance and Beautification	\$ -	\$ 256	\$ 300	
Other event		\$ 763	\$ 500	
<b>Total Events &amp; Activities</b>	<b>\$ 15,279.00</b>	<b>\$ 67,966.09</b>	<b>\$ 38,750.00</b>	
<b>Meetings &amp; Seminars</b>				
Board Meetings	\$ 400	\$ 488	\$ 500	
Other	\$ 275	\$ 503	\$ 275	
Conferences and Training	\$ 1,350	\$ 1,199	\$ 1,350	
AGM	\$ 450	\$ 450	\$ 450	
<b>Total Meetings &amp; Seminars</b>	<b>\$ 2,475.00</b>	<b>\$ 2,640.52</b>	<b>\$ 2,575.00</b>	
<b>Professional Fees</b>				
Accounting/Audit	\$ 3,651	\$ 3,663	\$ 3,750	
Bookkeeping	\$ 4,000	\$ 3,927	\$ 4,000	

<b>Total Professional Fees</b>	\$ 7,650.60	\$ 7,590.72	\$ 7,750.00
<b>Streetscaping &amp; Beautification</b>			
Security	\$ 1,350	\$ 1,368	\$ 1,600
Lights/PUC	\$ 1,100	\$ 1,337	\$ 1,250
Street Unity Beautification	\$ 6,150	\$ 5,630	\$ 7,000
Initiatives	\$ 800	\$ 716	\$ 800
<b>Total Streetscaping &amp; Beautification</b>	<b>\$ 9,400.00</b>	<b>\$ 9,050.92</b>	<b>\$ 10,650.00</b>
<b>Miscellaneous</b>			
Downtown Development Initiative			
Amortization			\$ -
Grant/Consultant Leverage	\$ -		\$ -
Software and Licencing	\$ 500	\$ 712	
Miscellaneous	\$ 600		\$ -
Bank Service Charge	\$ 175	\$ 294	\$ 175.00
<b>Total Miscellaneous</b>	<b>\$ 1,275.00</b>	<b>\$ 1,005.52</b>	<b>\$ 175.00</b>
<b>Total Expenses</b>	<b>\$ 177,600.00</b>	<b>\$ 240,846.23</b>	<b>\$ 198,827.13</b>
<b>Net Income/(Loss)</b>	<b>\$ -</b>	<b>\$ 13,413</b>	<b>\$ (76,634)</b>



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

### C O U N C I L   R E P O R T

April 27, 2020

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

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

**DEPARTMENT:** **Finance Department**

**RE:** **RFQ – Annual Maintenance & Subscription Fees – Dynamics GP**

---

#### **PURPOSE**

This report has been prepared for Council's information and consideration concerning Dynamics GP Maintenance and Subscription Fees for the one-year period commencing May 31, 2020. Staff is seeking Council approval of the recommendation contained in this report.

#### **BACKGROUND**

Microsoft Great Plains Software (Dynamics GP) is the Enterprise Resource Planning (ERP) solution used by the City to manage its accounting and other business processes. Annual maintenance and software subscriptions are required to allow continued use of the software.

#### **ANALYSIS**

Annual maintenance and subscriptions for Dynamics GP can only be obtained through an authorized Microsoft reseller. CentralSquare Canada Software Inc. (formerly Diamond Software Inc.) provided the original software & customization, and support since the use of Dynamics GP has been adopted by the City. Due to the longstanding provision of these services, CentralSquare is able to provide the City with support reflecting and meeting our needs.

Approval of sole sourcing for provision of these services has been made in the past; on the basis, in accordance with the Purchasing By-law, when the standardization and compatibility of a procurement with existing services is a paramount consideration; and there is an absence of competition for technical reasons and these services can only be supplied by a particular Supplier.

Annual Maintenance & Subscription Fees – Dynamics GP

April 27, 2020

Page 2

**FINANCIAL IMPLICATIONS**

CentralSquare Canada Software Inc. has quoted a cost of \$89,064.51 plus HST for annual maintenance for Dynamics GP for the one-year period commencing May 31, 2020. This reflects an increase of approximately 5% over the cost for 2019.

The total cost to the City of approximately \$90,632 (including non-rebatable HST) can be accommodated within the 2020 approved operating budget for Information Technology's (IT) Software Support Account of approximately \$610,000.

**STRATEGIC PLAN / POLICY IMPACT**

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

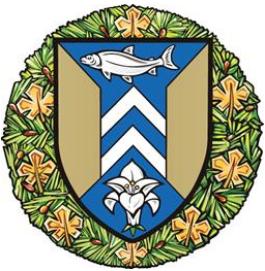
**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated April 27, 2020 be received, and the recommendation that the quotation submitted by CentralSquare Canada Software Inc. for Dynamics GP Maintenance and Subscription Fees for the one-year period commencing May 31, 2020, at the quoted cost of \$89,064.51 plus HST, be approved on a sole source basis.

Respectfully submitted,



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

April 27, 2020

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

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

**DEPARTMENT:** **Finance Department**

**RE:** **Tender for Asphalt**

---

#### **PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Asphalt required during the 2020 Construction Season. 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 April 14, 2020 at 12:00 noon local time.

#### **ANALYSIS**

The tenders received have 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.

#### **FINANCIAL IMPLICATIONS**

A maximum limit of \$943,000 has been established for the purchase of Ready-Mix Concrete under this tender. Funding for the purchase of this material as required will be drawn from various Public Works Street Maintenance Accounts as set in 2020 budget.

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

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

#### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2020 04 27 be received, and the recommendation that the tender submitted by Trimount Construction for the supply of Asphalt for the 2020 Construction Season commencing May 1, 2020 at the tendered pricing, HST extra, be approved.

Tender for Asphalt

2020 04 27

Page 2

Respectfully submitted,



Tim Gowans

Manager of Purchasing

705.759.5298

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

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
Operating Budget: \$943,000.00**

**RECEIVED: April 14, 2020  
FILE: #2020PWE-PWT-20-T**

**SUMMARY OF TENDERS  
ASPHALT**

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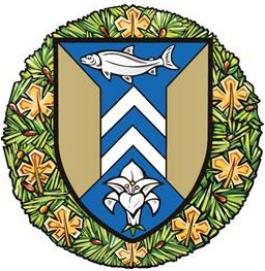
**Firm Prices for 12-Month Period (HST extra) - May 1, 2020 to April 30, 2021**

<u>Description</u>	<u>Pioneer Construction</u> <u>Sault Ste. Marie, ON</u>	<u>Trimount Construction</u> <u>Sault Ste. Marie, ON</u>
HL2 Asphalt	\$128.09 Per Tonne	\$126.85 Per Tonne
HL3 Asphalt	\$122.88 Per Tonne	\$121.69 Per Tonne
HL3A Asphalt	\$124.84 Per Tonne	\$123.62 Per Tonne
HL4 Asphalt	\$119.73 Per Tonne	\$118.56 Per Tonne
HL8 Asphalt	\$117.63 Per Tonne	\$116.48 Per Tonne

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

It is my recommendation that the low tendered prices submitted by Trimount Construction Inc. be accepted.

Tim Gowans  
Manager of Purchasing



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

### C O U N C I L   R E P O R T

April 27, 2020

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

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

**DEPARTMENT:** **Finance Department**

**RE:** **Tender for Ready-Mix Concrete**

---

#### **PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Ready-Mix Concrete required during the 2020 Construction Season. 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 April 14, 2020 at 12:00 noon local time.

#### **ANALYSIS**

The tenders received have 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.

#### **FINANCIAL IMPLICATIONS**

A maximum limit of \$182,000 has been established for the purchase of Ready-Mix Concrete under this tender. Funding for the purchase of this material as required will be drawn from various Public Works Street Maintenance Accounts as set in 2020 budget.

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

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

#### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2020 04 27 be received, and the recommendation that the tender submitted by Lafarge for the supply of Ready Mix Concrete for the 2020 Construction Season commencing May 1, 2020 at the tendered pricing, HST extra, be approved.

Tender for Ready-Mix Concrete

2020 04 27

Page 2

Respectfully submitted,



Tim Gowans

Manager of Purchasing

705.759.5298

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

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
Operating Budget: \$182,000.00**

**RECEIVED: April 14, 2020  
FILE: #2020PWE-PWT-19-T**

**SUMMARY OF TENDERS  
READY-MIX CONCRETE**

**Firm Prices for 12-Month Period (HST extra) - May 1, 2020 to April 30, 2021**

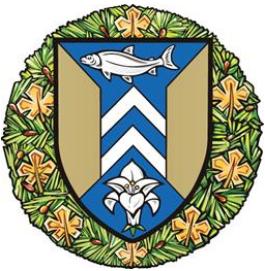
<b>Description</b>	<b>2019 QUANTITY</b>	<b>Caswell Concrete Sault Ste. Marie, ON</b>		<b>Fisher Wavy Inc. Sault Ste. Marie, ON</b>		<b>Lafarge Sault Ste. Marie, ON</b>	
		<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
20Mpa Ready-Mix Concrete (CSA 23.1) (w/Air)	3.00	\$242.00	\$ 726.00	\$283.00	\$ 849.00	\$224.70	\$674.10
32Mpa Ready-Mix Concrete (CSA 23.1) (w/Air)	472.30	\$270.00	\$127,521.00	\$290.00	\$136,967.00	\$236.50	\$111,698.95
Additional Heating	15.50	\$55.50	\$ 860.25	\$45.00	\$ 697.50	\$37.45	\$580.48
Use of Truck with Conveyor	6.00	\$275.00	\$ 1,650.00	\$225.00	\$ 1,350.00	\$294.25	\$1,765.50
Loads - under 3 cubic metres	15.00	\$300.00	\$ 4,500.00	\$200.00	\$ 3,000.00	\$160.50	\$2,407.50
<b>Total:</b>			<b>\$ 135,257.25</b>				<b>\$ 117,126.53</b>
							<b>\$ 142,863.50</b>

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

The above quantities represent a projection of anticipated usage based on actual ordering for the 2019 season (total cost of \$119,187.95 including the non-rebatable portion of the HST)

It is my recommendation that the low tendered prices submitted by Lafarge be accepted.

Tim Gowans  
Manager of Purchasing



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

### C O U N C I L   R E P O R T

April 27, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Tim Gowans, Manager of Purchasing  
**DEPARTMENT:** Finance Department  
**RE:** Factory Rebuild of Trackless Municipal Tractor

---

#### **PURPOSE**

Attached hereto for your information and consideration is a recommendation that Council approve sole sourcing of a complete factory rebuild of a City-owned Trackless municipal tractor presently in use by Public Works. Staff is seeking Council approval of the report recommendation.

#### **BACKGROUND**

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

Public Works replaces one of the municipal tractors in its fleet annually to ensure that reliable service and continuity of its fleet are maintained. Council approved this replacement as part of the 2020 budget.

#### **ANALYSIS**

The estimated purchase price of a new Trackless equipped with the usual attachments is approximately \$182,500. A factory rebuild will return an existing machine to like-new condition (with new attachments also to be ordered: snowblower, v-plow and sweeper), and is expected to realize a savings of approximately 10-15% over the useful life versus purchasing new. The most recent versions of Trackless equipment have had to meet emission targets; and the modifications to do so have significantly impacted the reliability and capability to do the intended job. It is expected that as technology advances, these issues will be addressed.

## Factory Rebuild of Trackless Municipal Tractor

2020 04 27

Page 2

The machine which is to be rebuilt would be one from the City fleet, and is the one unit that would normally be traded in on the purchase of a new machine. Other factors such as the half-life point for this machine, reliability of operation, accessibility to parts and maintenance, and our confidence that this equipment has done well in the challenging municipal environment, were also considered by Public Works in their assessment. Based upon the analysis, Public Works recommends the rebuild option.

Work Equipment Ltd. is the factory authorized dealer who supplies the City with Trackless municipal tractors. Factory Rebuilds can only be secured through a Trackless Dealer. Sole Sourcing, in this instance, is in compliance with the Purchasing By-law as there is an absence of competition for technical reasons and the Service can only be supplied by a particular Supplier.

The rebuild will include replacement of the engine, cab, seat & controls; and rebuilding of the transmission, front & rear axles, & power take off (PTO) clutch. A new 1-year warranty on parts & labour, and a 2-year 2,000-hour warranty on the engine will be provided which is comparable to the warranty of a brand new unit. The rebuild process will take approximately 30-60 days to complete, subsequent to the 90 days engine supply lead-time.

### **FINANCIAL IMPLICATIONS**

During the 2020 Budget deliberations, Council approved the allocation of \$1,384,500.00 for Public Works equipment including procurement of this particular piece of equipment.

A quotation of \$147,880.00 plus HST for the Factory Rebuild including shipping; plus snowblower, v-plow and sweeper attachments has been submitted by Work Equipment Ltd. This will result in a total expenditure of \$150,482.69 including the non-rebatable portion of the HST. This amount can be accommodated from within the approved allocation for Public Works equipment for 2020.

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

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

### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2020 04 20 be received and the recommendation of the acceptance of the quotation submitted by Work Equipment Ltd. in the amount of \$147,880.00 plus HST for the Factory Rebuild of a City-Owned Trackless Municipal Tractor plus attachments for use by Public Works, on a sole source basis, be approved.

Factory Rebuild of Trackless Municipal Tractor

2020 04 27

Page 3

Respectfully submitted,

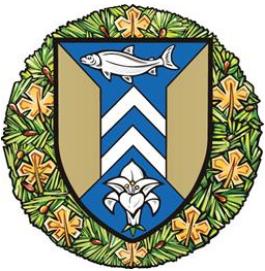


Tim Gowans

Manager of Purchasing

705.759.5298

[t.gowans@cityssm.on.ca](mailto: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

Date of Council Meeting

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Brent Lamming, Director of Community Service  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Northern Transfer Point

---

#### **PURPOSE**

The purpose of this report is to obtain Council approval to single source professional engineering services for design and contract administration for the Northern Transfer Point.

#### **BACKGROUND**

As part of the Capital Budget meeting dated February 4, 2019, funding was approved for Transit projects in the amount of \$4,050,000. The City's share of projects is \$1,093,500 with Investing in Canada Infrastructure Program (prior PTIF funding) of 73% available.

A 10 year expenditure plan is in place (Planned Key Projects Year 1: Replace three 40' Buses, Replace 40' buses with two 35' buses, Replace one Para Bus with Low Floor Unit, Replace existing AVL, Transit Shelters installed, Northern Transfer Point) – Average Age of Fleet 12.3yrs vs. Canada 8.6, ON 7.6yrs.

At a Council meeting dated May 21, 2019 the following resolution was passed.

Resolved that the report of the Director of Community Services dated 2018 05 21 concerning application to the Infrastructure Canada Investment Program for 2019-2021 be approved.

The Transfer Payment Agreement will appear on a future Council Agenda.

#### **ANALYSIS**

As the design and contract administration for the Northern Avenue improvements project is being completed by KRESIN Engineering, it would be wise to retain KRESIN to provide tendering and contract administration services for this project.

In accordance with the Procurement Policies and Procedures By-law, section 22(3), it is recommended that the work be single sourced to KRESIN Engineering. This firm has already been awarded the Northern Avenue Improvements project

Northern Transfer Point

2020 04 27

Page 2.

and combining this project with the Northern Transfer Point provides continuity and is in the best interests of the City.

The location of the Northern Transfer Point can be found on Appendix A. An open house was conducted on campus at the Welcome Centre on Tuesday June 18th from 3PM to 7PM. The City and Sault College are working on an agreement, which will be brought back to Council for approval at a latter date.

### **FINANCIAL IMPLICATIONS**

KRESIN's fee estimate for this portion of work is \$27,700 excluding HST. The Engineering Division will extend KRESIN's fees to include this in the Northern Avenue project.

KRESIN's engineering fees can be accommodated within the \$500,000 budget approved for the Northern Transfer Point during the 2019 Capital Budget deliberations (City Share \$133,500). After this construction project is tendered, staff will recommend contract award and present the overall project budget to Council for approval. The Northern Transfer project expenses will be tracked separate from the Northern Avenue Improvements.

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

This report is linked to the new infrastructure focus area of the strategic plan. Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services dated 2020 04 27 concerning the Northern Transfer Point consultant selection be received, and that Council authorize extending KRESIN Engineering Corporation's fees on the Northern Avenue Improvements project by \$27,700 to include the Northern Transfer Point tendering and contract administration.

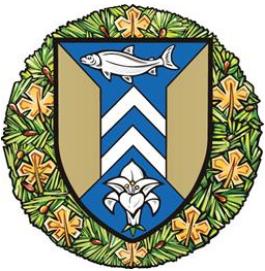
Respectfully submitted,



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



**TRANSFER STATION**  
**SAULT COLLEGE BUS SHELTER AND BAYS**



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

### C O U N C I L   R E P O R T

2020 04 27

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Maggie McAuley, Municipal Services Engineer  
DEPARTMENT: Public Works and Engineering Services  
RE: 2020 Biennial Bridge and Aqueduct Inspections

---

#### PURPOSE

The purpose of this report is to recommend that Council authorize an agreement with Tulloch Engineering for completion of the biennial inspection of bridges, aqueducts and other structures.

#### BACKGROUND

The City is mandated by the Province to conduct biennial structural inspections of all municipal bridges. The inventory includes 36 vehicular bridges and box culvert road crossings, as well as 11 pedestrian bridges. Under this review, staff also include overhead sign structures, high mast lighting at three sports field locations and structural retaining walls.

The City also conducts structural inspections on its aqueducts on a regular basis. The planned 2019 aqueduct inspections were deferred to 2020 for inclusion in the 2020 bridge inspections. Given volume of rehabilitation work on aqueducts at present, it was thought that there would be an economy of scale if the remaining aqueducts were inspected with the bridges in 2020.

#### ANALYSIS

In accordance with the procurement by-law, proposals were sought from engineering firms on the City's vendor of record list for structural work. Three proposals were received, all of which met the requirements. Engineering Division staff recommends that the work be awarded to Tulloch Engineering. If Council approves this recommendation, an agreement for professional services will be brought to Council at a future meeting.

#### FINANCIAL IMPLICATIONS

Tulloch Engineering's fee estimate included in their proposal submission is \$68,210, excluding HST. A budget amount of \$50,000 was approved in the 2020 miscellaneous construction budget for bridge inspections and \$50,000 remains for aqueduct inspection from the 2019 miscellaneous construction budget. Tulloch's total fee, including non-rebatable HST, of \$69,410 can be accommodated within this amount.

**STRATEGIC PLAN / POLICY IMPACT**

Biennial structural inspections are linked to the infrastructure component of the strategic plan.

**RECOMMENDATION**

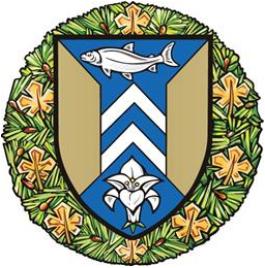
It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services Engineer dated 2020 04 27 be received, and the recommendation that the City enter into an agreement for professional services with Tulloch Engineering for the 2020 biennial bridge and aqueduct inspections for the fee of \$68,210 plus HST, be approved.

Respectfully submitted,



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

April 27, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumieli, Manager of Design and Transportation  
Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Sixth Avenue Reconstruction

---

#### PURPOSE

The purpose of this report is to obtain approval to award Contract 2020-1E. The project includes the reconstruction of Sixth Avenue from Wallace Terrace to Devon Road.

#### BACKGROUND

Council approved the reconstruction of Sixth Avenue in the 2020 Capital Budget.

Tenders received via email submission for Contract 2020-1E and were opened on Wednesday, April 15, 2020. Present at the opening was City Clerk Rachel Tyczinski as well as City staff. Tender results were made public on the City website immediately following.

#### ANALYSIS

A total of four (4) tenders were received. All tenders submitted were found to be complete. The low tender of \$2,008,126.37 (excluding HST) was received from Avery Construction Limited.

#### FINANCIAL IMPLICATIONS

When recoverable PUC costs are removed and non-recoverable HST is added, the City's cost to complete this project is projected to be \$1,607,337. This is below the allocation in the 2020 capital budget of \$2,860,000. When individual budget allocations are considered, the project is under the urban only allocation by \$246,792, it is under the overall capital allocation by \$856,699 and under the sanitary sewer budget by \$149,173.

Including the Second Avenue project, approved at the 2020 04 06 Council Meeting, the 2020 capital roads program is currently tracking under budget. The Overall Capital allocation is under budget by \$741,448, the Urban Only allocation is under budget by \$191,391, and the Sanitary Sewer Revenue allocation is under budget by \$145,209 at this time.

Sixth Avenue Reconstruction

2020 04 27

Page 2.

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

This report is linked to the new infrastructure focus area of the strategic plan.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

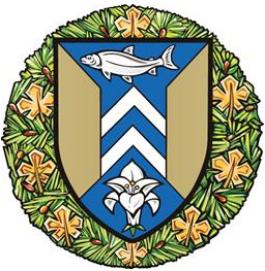
Resolved that the report of the Manager of Design and Transportation Engineering, dated 2020 04 27, concerning the reconstruction of Sixth Avenue, be received and the recommendation that Contract 2020-1E be awarded to Avery Construction Limited, be approved.

By-law 2020-97 authorizing execution of Contract 2020-1E and By-law 2020-98 authorizing the road closure of Sixth Avenue between Wallace Terrace and Devon Road from May 1, 2020 until October 31, 2020 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.  
Manager, Design & Transportation  
Engineering  
705.759.5379  
[c.rumiel@cityssm.on.ca](mailto:c.rumiel@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

April 27, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Johnson, Fire Chief

DEPARTMENT: Fire Services

RE: Fuel Agreement between DSSMSSAB and the City of Sault Ste. Marie

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#### PURPOSE

The purpose of this report is to seek approval from the Mayor and Council of the City of Sault Ste. Marie and the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) to formalize and enter into a fuel agreement. The agreement will enable Emergency Medical Services (EMS) to continue to utilize the existing fuel supply located at Fire Services.

#### BACKGROUND

The City of Sault Ste. Marie was the contract service provider of Land Ambulance (EMS) since 2002. As EMS was part of Fire Services, all fleet vehicles utilized the fuel supply located on City of Sault Ste. Marie properties (Fire Stations) to fuel emergency vehicles. EMS has transitioned to the DSSMSSAB as of January 1, 2020. A formal Fuel Agreement is required between the City and DSSMSSAB in order for EMS to continue to fuel their vehicles at the Fire Stations. The Agreement and is found elsewhere on the agenda.

#### ANALYSIS

As part of the transition of the Land Ambulance (EMS) to DSSMSSAB a series of meeting took place between senior staff within the Corporation of the City of Sault Ste. Marie and the DSSMSSAB. It was determined that for efficiencies in the deployment of EMS vehicles maintaining access to the fuel supply located at Fire Services would be the most appropriate method for re-fueling. This has been the past practice since 2002.

#### FINANCIAL IMPLICATIONS

Fire Services administration will invoice the DSSMSSAB on a bi-weekly basis. There is no additional cost to the DSSMSSAB for the fuel, however there is a ten percent administrative fee for tracking, invoicing and payment accompanied within the fuel agreement, with an approximate annualized recovery of \$7,080 to the City.

#### STRATEGIC PLAN / POLICY IMPACT

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

**RECOMMENDATION**

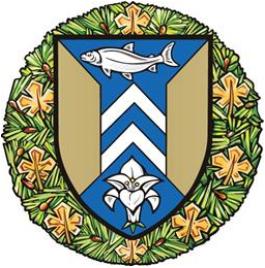
It is, therefore recommended that Council take the following action:

The relevant Agreement and By-law #2020-87 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Peter Johnson  
Fire Chief  
705.949-3397  
[p.johnson@cityssm.on.ca](mailto:p.johnson@cityssm.on.ca)



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

### COUNCIL REPORT

April 27, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Fourth Amending Agreement – The Federal Bridge Corporation  
Limited

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#### PURPOSE

The purpose of this report is to request Council's approval to amend the Licence Agreement dated December 11, 2017, between the City and The Federal Bridge Corporation Limited ("FBCL") to permit the occupation and use of the City lands designated to be transferred to the FBCL until such time as the land transfers are complete.

#### BACKGROUND

On December 11, 2017, City Council passed By-law 2017-252 which authorized the execution of a Licence Agreement between the City and the FBCL for use of the City lands designated to be transferred to the FBCL until such time as the land transfers are complete. This Agreement expired on December 31, 2018. On December 10, 2018, City Council passed By-law 2018-223 which authorized the execution of an Amending Agreement which extended the expiry date of this Agreement to May 31, 2019. On May 6, 2019, City Council passed By-law 2019-105 which authorized the execution of a Second Amending Agreement which extended the Agreement to December 31, 2019. On December 2, 2019, City Council passed By-law 2019-232 which authorized the execution of a Third Amending Agreement which extended the Agreement to May 29, 2020.

#### ANALYSIS

The Lawyer for FBCL has completed the final plans to register the easements and transfers of land related to the Bridge Plaza. The Plans have been delivered to the local Registry Office for deposit, which given current circumstances may take some time. Once the Plans are approved and deposited at the Registry Office, the transfer documents can be prepared and the Legal Department will return the matter to Council one last time for the Third and Final Reading of Bylaw 2017-248, being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Hudson Bay Subdivision and part of Hudson Street, Town Plot of St. Mary's, which lands are to be conveyed to the FBCL.

Fourth Amending Agreement – The Federal Bridge Corporation Limited

2020-04-27

Page 2.

To facilitate these final matters, FBCL has requested an extension to the expiry date in the Agreement to October 30, 2020. Matters will be finalized as soon as the Plans are deposited. The Federal Bridge 4<sup>th</sup> Amending Agreement contemplates that the Agreement will expire on October 30, 2020 or once the transfers are complete, whichever occurs first.

**FINANCIAL IMPLICATIONS**

Not applicable.

**STRATEGIC PLAN / POLICY IMPACT**

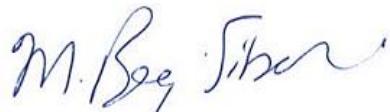
This is an operational matter not articulated in the corporate Strategic Plan.

**RECOMMENDATION**

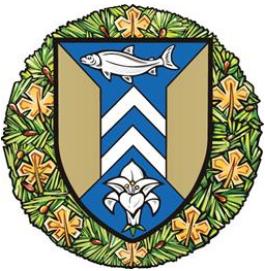
It is therefore recommended that Council take the following action:

By-law 2020-95 authorizing the execution of a Fourth Amending Agreement between the City and The Federal Bridge Corporation Limited appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation  
Counsel  
705.759.5403  
[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

April 27, 2020

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Malcolm White, CAO  
DEPARTMENT: Chief Administrative Officer  
RE: COVID-19 Update and Financial Impacts

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#### **PURPOSE**

This report provides an information update to Council on matters concerning the COVID-19 pandemic and initial corporate financial impacts.

#### **BACKGROUND**

Further to my update at the 2020 03 24 Council meeting, we have been in a continuing state of Provincially declared emergency, which has been extended to May 12<sup>th</sup>.

City facilities will remain closed to the public until that time, with services continuing to be offered on primarily a remote basis. Almost all staff who are able to work from home have been accommodated, with a nominal amount attending the Civic Centre to address duties that cannot be managed remotely. Essential services, such as transit, road construction and maintenance, water and wastewater services, waste collection and landfill, cemetery operations continue as before with appropriate cleaning/sanitation protocols and physical distancing measures being implemented.

The community has adapted well to the recommendations of Algoma Public Health and Provincial orders including a ban on social gatherings of more than 5 persons, practicing social and physical distancing, hand washing and only leaving home for essential trips. To date Sault Ste. Marie has avoided the more egregious incidents of non-compliance with these measures that other communities have experienced.

#### **ANALYSIS**

##### **Service Provision/Operations**

Staff have reviewed their areas to refine the resources required to maintain services in the near term and prepare to return to an intermediate mode of operations. It will be some time before we return to a 'business as usual' mode.

In general, service levels have been maintained and new requirements implemented through redeployment of existing staff and using remote technology to connect to the City network and hold necessary meetings. Examples of new service requirements include increased cleaning protocols for transit vehicles

## COVID-19 Update and Financial Impacts

2020 04 27

Page 2.

(managed by redeploying transit and CD&ES staff), 7 day operation of a new community helpline (implemented by redeploying CD&ES, Emergency Management and DSSAB staff) and providing the GFL Memorial Gardens and staff to prepare for use as an Sault Area Hospital off-site.

As we move forward, staff are ensuring their areas are prepared to support the community as activities resume. Areas such as Planning, Building, Engineering are preparing to deal with an expected surge in activity once Provincial restrictions are lifted. Economic development and tourism staff have been focused on assisting affected businesses through this time. The details on their activities are the subject of the Business Support during COVID-19 report elsewhere on the agenda.

Activities at City indoor and outdoor recreational and sport facilities will likely be the last to be reactivated following the pandemic. Maintenance of these facilities has been adjusted downward to minimum levels (ie outdoor sportsfields will be maintained at the level of passive parks). The reactivation of these facilities may occur by the summer months – we will need to prepare for partial seasons which will necessitate bringing on summer students on a staged basis.

One area significantly affected by both the level of services required and the need to mitigate financial impacts will be the employment of summer students. There will be some employment of students driven by operational needs, but it will be less than our approved student complement and involve shorter work terms.

### **Capital Projects**

At this time the City is proceeding with the approved 2020 capital works program. This approach is consistent with other municipalities in Ontario. The 2020 projects include:

2 <sup>nd</sup> Avenue reconstruction	tender awarded
6 <sup>th</sup> Avenue reconstruction	tender approval pending
Northern Avenue resurfacing	tendering in May
Misc paving	starting in May
West End Water Treatment	out to tender

Other projects that started in 2019 with 2020 completion include Bay Street, Black Road, McNabb/St. Georges and the Fort Creek aqueduct.

As well, staff have been advised that once we emerge from the COVID-19 measures, the Federal and Provincial governments will look to provide stimulus funding towards capital projects that are 'shovel ready'. Undertaking projects of this nature will ensure further work for local business at a time when private sector development may be constrained and likely offer the City the most attractive financial terms for completing the projects, both in terms of funding available from the senior levels of government and the rates available for short term borrowing.

## COVID-19 Update and Financial Impacts

2020 04 27

Page 3.

Once staff know the specifics of the anticipated stimulus funding we will report further to Council concerning candidate projects.

There is still more information needed to present a complete financial picture to Council. One major piece is how property tax revenue will be affected, which won't be known in great detail until after the next tax due date. The most significant other impacts, both here and in other large urban municipalities, are experienced by transit operations and recreational facility use. For these areas we have good financial information which is summarized below:

### **Measurable Financial Impacts (projected to May 31<sup>st</sup>)**

Forgone Revenue (includes transit fares, facility rentals and program fees associated with arenas, pools, Northern Community Centre, Ermatinger Clergue National Historic Site, Seniors Centres	\$ 1,040,269
Cost Savings (includes staff and operational savings associated with the operations of the above facilities, some transit service level savings and reduction of crossing guards)	\$ 375,882
Net impact	\$ 664,387

Other areas that are being assessed for financial impact are as follows:

### **Potential Financial Impacts (to be determined in a future report)**

#### **Increased Expenses/Decreased Revenue**

- Operational expenses (cleaning, physical distancing)
- Casino revenue
- Municipal Accommodation Tax revenue
- Investment income
- Interest on taxes receivable

#### **Decreased Expenses**

- Staff recruitment pause (gapping)/reduced summer student employment
- Reduced fuel expenses
- Reduced employee benefit expenses
- Other operational (travel, electricity expenses, supplies)

Staff are actively tracking the potential items and collecting further information so that a more complete report will be forthcoming in May. Whatever the final COVID-19 financial impacts are, we remain hopeful that a certain degree of relief will be provided to municipalities by senior levels of government.

Elsewhere on the agenda the 2020 Tax Rates and Year End Financial reports speak to and recommend additional immediate measures to deal with community

## COVID-19 Update and Financial Impacts

2020 04 27

Page 4.

and corporate financial pressures. The 2020 Tax Rates report, if approved, extends the waiver of interest provisions on property taxes until Council reinstates them. This has the effect of assisting the liquidity of all taxpayers while we continue to assess which areas require the most assistance. The Year End Financial report recommends allocating the entire surplus (\$419,316) to the tax stabilization reserve, which will assist Council in dealing with the COVID-19 financial impacts.

Council should also be aware of potential financial impacts affecting outside agencies and boards (Algoma Public Health, Police Services, DSSAB, Public Libraries). Staff have ongoing communications with these groups and will apprise Council of potential impacts as they become known.

### **FINANCIAL IMPLICATIONS**

As noted above, the direct financial impacts that can be measured at this time, projected to May 31<sup>st</sup>, include forgone revenue of \$1,040,269 with mitigating cost savings of \$375,882, resulting in a negative financial impact of \$664,387.

A more complete update of financial impacts will be provided to Council in May in conjunction with the first quarter financial report.

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

The operational and financial impacts of the COVID-19 pandemic on the Strategic Plan will be dealt with in a later report.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated 2020 04 27 concerning COVID-19 Update and Financial Impacts be received as information.

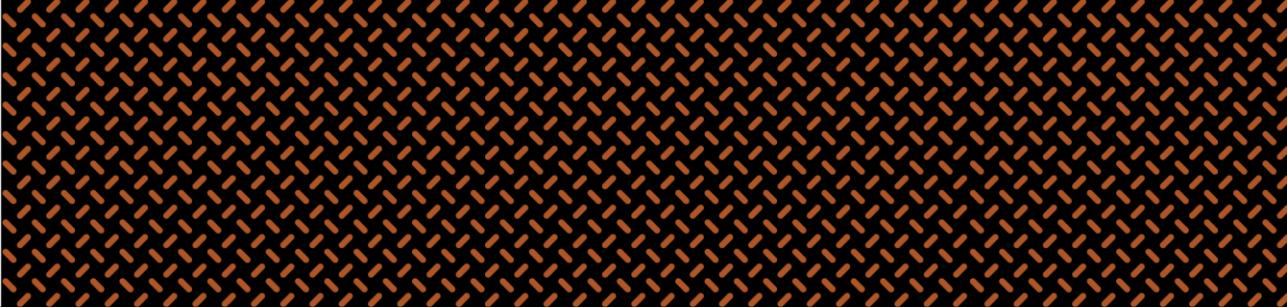
Respectfully submitted,



Malcolm White  
CAO  
705.759.5347  
[cao.white@cityssm.on.ca](mailto:cao.white@cityssm.on.ca)



**SAULT  
STE. MARIE**



# **COVID-19 Council Update**



# Community

- At this time lowest prevalence of positive cases in Northern Ontario
- Community has responded well to complying with Provincial orders and Algoma Public Health recommendations
- Community agencies are working in a coordinated fashion to address COVID issues



# Corporation

- Public closures continued, services still being provided through remote means and directly for essential services
- Service adjustments (ie Transit, Landfill)
- New services (community helpline)



# Capital Projects

- 2020 capital works program proceeding
- Future projects are being prepared for anticipated stimulus funding



# Staff Implications

- Staff
  - Layoffs of part-time and casual staff
  - Redeployment to other services (community helpline, transit vehicle cleaning)
  - Other project work – GFL Memorial Gardens off-site medical
- Summer student employment will be impacted



# Measurable Financial Impacts

- Forgone Revenue      \$1,040,269
- Cost Savings            \$ 375,882
- Net Impact             \$ 664,387



# Potential Financial Impacts

- Increased Expenses/Decreased Revenue
  - Operational expenses (cleaning, physical distancing)
  - Casino revenue
  - Municipal Accommodation Tax revenue
  - Investment income
  - Interest on taxes receivable



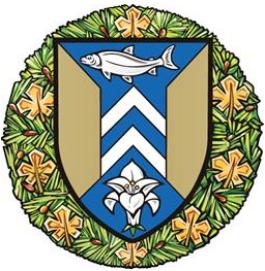
## Potential Financial Impacts cont'd

- Decreased Expenses
  - Staff recruitment pause (gapping)/reduced summer student employment
  - Reduced fuel expenses
  - Reduced employee benefit expenses
  - Other operational (travel, electricity expenses, supplies)



# Additional Reports

- Business Support during COVID-19
- Lease Agreement Suspension
- Year End Financial Report
- 2020 Tax Rates



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

### COUNCIL REPORT

April 27, 2020

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

**AUTHOR:** Tom Vair, Deputy CAO, Community Development & Enterprise Services

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Business Support During Covid-19 Outbreak

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#### PURPOSE

The purpose of this report is to address the support options available to local businesses during the Covid-19 outbreak and examine the use of the Economic Development Fund (EDF) to support the business community.

#### BACKGROUND

As Council is aware, the 2019 novel coronavirus (COVID-19) originated in Wuhan, China and causes a respiratory infection. The first presumptive case of this infection in Ontario was identified on January 25, 2020. The Province enacted a declaration of emergency to help contain the spread of COVID-19 and protect the public. As a result, a [list](#) of establishments required to close was developed. Additionally, all organized public events of over 5 people are prohibited, including parades, weddings, social gatherings and communal services within places of worship.

A number of support programs and business considerations have been launched by the Federal and Provincial governments. In addition, City Council approved waiving property tax interest and penalty provisions until May 31, 2020 an extension to this is that elsewhere on the agenda an extension is being recommended; waiving interest and penalty provisions for remittance of the Municipal Accommodations Tax until June 30, 2020 and waiving interest on accounts receivable until June 30, 2020.

City staff within the Economic Development and the Tourism & Community Development departments have been monitoring these supports and have created a web page that lists available support resources:

[www.saultstemarie.ca/covid19businesses](http://www.saultstemarie.ca/covid19businesses)

## Local Business Support During Covid-19 Outbreak

2020 04 27

Page 2.

Further, City staff established a business hotline to provide support to local businesses and have organized a series of local business conference calls along with partner organizations in the community. In addition, staff have created a webinar series to support local companies, conducted a business survey to better understand the local impacts with the Algoma Workforce Investment Committee and developed a web page to raise the profile of local businesses and how residents can support them during this difficult period.

The business support programs are quite extensive and it would be difficult to provide all the details within this Council report. At a high level, some of the key supports to businesses include:

- Canada Emergency Wage Subsidy - The Canada Emergency Wage Subsidy (CEWS) supports employers with a subsidy that covers 75% of an employee's wages – up to \$847 per week - for employers of all sizes and across all sectors who have suffered a drop in gross revenues of at least 15% in March, and 30% in April and May. The program will be in place for a 12-week period, from March 15 to June 6, 2020.
- Business Credit Availability Program - \$40 billion of additional support through the Business Development Bank of Canada (BDC) and Export Development Canada (EDC). BDC and EDC are working with private sector lenders to coordinate on credit solutions for individual businesses, including in sectors such as oil and gas, air transportation, exports and tourism. This program includes:
  - Loan Guarantee for Small and Medium-Sized Enterprises - EDC is working with financial institutions to issue new operating credit and cash flow term loans of up to \$6.25 million to SMEs.
  - Co-Lending Program for Small and Medium-Sized Enterprises - BDC is working with financial institutions to co-lend term loans to SMEs for their operational cash flow requirements.
- Businesses interested in these programs are encouraged to work with their current financial institutions.
- Community Development Corporation of Sault Ste. Marie and Area (CDC) - Offers financial assistance to area businesses and can provide micro loans for small business from \$5,000 up to \$650,000. The CDC has a special program providing interest free loans for up to six months which can then convert to a low interest rate loan beyond this period.

As stated above, there are many other programs and support services being offered to businesses and City staff encourage business owners to visit the City web site or call the hotline to learn more.

## **ANALYSIS**

City staff have considered the potential for the EDF to support local businesses during this unprecedented time. Staff had recently brought a report to Council to

## Local Business Support During Covid-19 Outbreak

2020 04 27

Page 3.

re-profile the EDF to align with the four pillars of community development outlined in the FutureSSM strategy.

Given the extensive financial supports being provided through the Federal government, and flowed through various business support organizations and financial institutions, staff is recommending that the current use and criteria of the EDF be maintained. The rationale for this recommendation includes the following:

- The Federal and Provincial government have a mandate, and are allocating funding resources, towards business support. The City should provide time for these programs to be finalized. There continues to be an evolution to the programs announced by the Federal and Provincial governments. Further, the senior levels of government have indicated they are evaluating additional programs and relief for businesses at this time. The EDF may be better used to match new programs that become available through senior levels of government for the purposes of economic recovery.
- The budget for the EDF is \$500,000 per year. Given the unprecedented impact on local businesses across the community, a grant program spread across all eligible businesses community would not go far on an individual business level. For example, if five hundred businesses applied, each would receive \$1,000.
- The EDF has typically been used in the past to support a smaller number of high impact projects that will create new jobs or infrastructure in the community. The ability to set criteria and administer a large number of small value support grants would be difficult with existing staff resources.
- There have been a number of sectors that have been hard hit by the COVID-19 outbreak. One, in particular, is the tourism sector. Given the MAT funding for 2021 will be severely impacted by the outbreak, the City may want to preserve EDF funding for some significant projects that help to assist the industry in 2021.
- The City has already received an application to support a project within the social equity pillar (that is being refined) and it is envisioned the \$500,000 pool will be quickly subscribed to support projects across the four pillars.
- Preserving EDF funds to assist existing businesses and new businesses to expand into new markets or establish in Sault Ste. Marie remains a priority and the EDF is purpose-built to serve this role.

The Economic Development and Tourism & Community Development departments are eager to assist businesses and do everything possible to enable businesses to survive through this period. The strategic deployment of the EDF reserves is an important way that the City can assist the community in recovering and emerging stronger from this period.

Local Business Support During Covid-19 Outbreak

2020 04 27

Page 4.

**FINANCIAL IMPLICATIONS**

The current uncommitted balance of the 2020 EDF fund is \$258,500 (with prior commitments to Algoma University and Sault College accounted for). Including prior years' uncommitted funds available leaves a balance of \$558,500.

**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.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2020 04 27 be received as information.

Respectfully submitted,

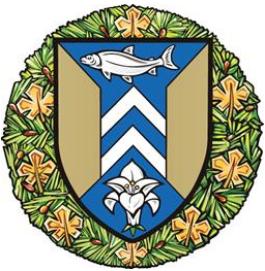


Tom Vair

Deputy CAO, Community Development & 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

April 27, 2020

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

**AUTHOR:** Brent Lamming, Director of Community Services

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Lease Agreement Suspension Due to COVID-19

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#### PURPOSE

To obtain Council's approval to suspend the lease agreements in place at the John Rhodes Community Centre (JRCC) due to the COVID-19 pandemic.

#### BACKGROUND

The City of Sault Ste. Marie closed all recreational facilities effective Monday March 16, 2020 resulting from the COVID-19 pandemic. Furthermore, the City has four (4) agreements in place to lease space at the JRCC. The proponents impacted are as follows:

- Icebreakers Restaurant
- Sault Ste. Marie Gymnastics Club
- 882206 Ontario Inc. (John Rhodes Pro Shop)
- Superior Sports Training Incorporated

#### ANALYSIS

The proponents have reached out to City staff to request relief. The businesses do not have access to the facility to carry out day-to-day business or provide regular programming.

City staff recommend that all four (4) agreements be suspended due to the COVID-19 pandemic. This would take effect March 16, 2020 (pro-rated for the month).

Agreements and corresponding billing will resume when the Community Centres re-open to the public and will prorate for the effective opening date of that month.

#### FINANCIAL IMPLICATIONS

The impact to the Municipality in forgone revenue amounts to \$6,862.49 monthly broken down as follows:

Lease Agreement Suspension Due to COVID-19

2020 04 27

Page 2.

<b>Customer</b>	<b>April 2020</b>
Pro Shop 882206 Ont. Inc.	\$ 640.55
Superior Sports Training	\$ 566.94
Icebreakers Restaurant	\$ 4,000.00
SSM Gym Club	\$ 1,655.00
<b>Total</b>	<b>\$ 6,862.49</b>

**STRATEGIC PLAN / POLICY IMPACT**

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

- It demonstrates integrity, honesty, sincerity and fairness in carrying out our responsibilities.
- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services dated 2020 04 27 be received.

Furthermore, that Council approve that all four (4) agreements be suspended, due to the COVID-19 pandemic effective March 16, 2020.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA  
Director, Community Services  
Community Development & Enterprise Services  
(705)759-5314

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-87**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board to enable Emergency Medical Services (EMS) to continue to utilize the existing fuel supply located at Fire Services.

**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 March 23, 2020 between the City and the District of Sault Ste. Marie Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Agreement is to enable Emergency Medical Services (EMS) to continue to utilize the existing fuel supply located at Fire Services.

**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 27<sup>th</sup> day of April, 2020.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"  
**PARAMEDIC SERVICES FUEL SUPPLY AGREEMENT**

**THIS AGREEMENT made in triplicate this 23<sup>rd</sup> day of March, 2020.**

**B E T W E E N:**

**DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD**  
(hereinafter referred to as the "Paramedic Service")

-and-

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(hereinafter referred to as "Fire Services")

**WHEREAS** the Paramedic Service shall effective January 1, 2020 provide land ambulance paramedic services throughout its jurisdiction and Fire Services shall cease providing such services;

**AND WHEREAS** the Paramedic Service has and will continue to be the registered owner of any and all land ambulance vehicles utilized within the City of Sault Ste. Marie, Province of Ontario;

**AND WHEREAS** Fire Services has entered into a contract with a third party supplier for the provision of bulk diesel and gasoline fuel supplies for City emergency vehicles at City Fire Halls #1 and #4 in the City of Sault Ste. Marie ("Third Party Agreement");

**AND WHEREAS** Paramedic Service has requested that the City enter into this Paramedic Services Fuel Supply Agreement to permit Paramedic Service with access to fuel its land ambulance vehicles at the Fire Halls #1 and #4;

**AND WHEREAS** the parties consider it desirable to participate in supplying fuel on a cost recovery basis to reduce cost and to continue efficiencies of fleet operations of the Paramedic Services' emergency vehicles and the third party supplier has consented to this request;

**NOW THEREFORE** this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

**1. TERM**

This Agreement shall be in effect commencing January 1, 2020, for a period of one (1) year ending December 31, 2020 ("Term") provided that the Paramedic Service shall have the option to renew this Agreement on a year-to-year basis, subject to successful negotiations between the Fire Services and the Paramedic Service on a renewal. The Paramedic Service shall provide the Fire Service with at least three (3) months' written notice to the Fire Service of its intent to renew and therefore negotiations shall ensue. If

the parties cannot agree to renewal terms for the next Term, the Agreement shall terminate at the end of the Term, or renewal Term as applicable.

## **2. FUEL SERVICE**

- (a) Fire Services hereby provides the Paramedic Service with access and permission to fuel its land ambulance vehicles at City Fire Halls #1 and #4 in the City of Sault Ste. Marie on the terms and conditions as set out in herein. The Paramedic Service acknowledges and agrees that the fuel covered by this Agreement will only be used by Paramedic Service for the purpose of delivering land ambulance services and associated business.
- (b) In the event that the third party supplier withdraws its consent to having Fire Services permit the Paramedic Service to consume the fuel as set out in this Agreement, or in the event that the Third Party Agreement is terminated for any reason, the permission to access and fuel provided by Fire Services to the Paramedic Service as set out herein shall forthwith terminate.
- (c) In the event that for reasons beyond Fire Services' control the supply of fuel may not be available and therefore cannot be provided to Paramedic Service, the Paramedic Service acknowledges and agrees that such event does not constitute a breach of the terms of this agreement. The permission to fuel is subject to the Fire Services having an adequate supply.
- (d) Paramedic Service shall be responsible for the dispensing of fuel, accounting for all dispensed fuel on the tracking sheets provided by Fire Services, payment for fuel in accordance with Section 3 to this Agreement, and securing the fuel supply when finished fueling of their vehicles.

## **3. COSTS**

- (a) The Paramedic Service covenants and agrees to pay Fire Services for the fuel consumed under this Agreement on the following basis:
  - (i) Paramedic Service shall pay the actual costs for all fuel consumed under this Agreement in accordance with the actual costs incurred by the City plus HST;
  - (ii) Paramedic Service shall also pay Fire Services ten (10%) percent of the actual amount set out in 3(a)(i) above plus HST which the parties acknowledge and agree shall be an administrative fee for tracking, invoicing and payment accompanied with this Agreement.
- (b) Fire Services shall provide Paramedic Service with a bi-weekly tracking form for all fuel used by Paramedic Service under this Agreement. Fire Services shall invoice the Paramedic Service on a bi-weekly basis following the fuel cost

adjustment schedule as set by the City and indicating the total costs payable as set out Section 3(a)(i) and (ii) herein.

- (c) The Paramedic Services (DSSMSSAB) shall pay the amount invoiced by the City within thirty (30) days of receipt of the invoice.

#### **4. INSURANCE**

The Paramedic Service represents and warrants that it has and shall maintain for the Term of this Agreement, at its own cost and expense, with insurers satisfactory to the City, all the necessary and appropriate insurance, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, and automobile insurance to an inclusive limit of not less than Five Million (\$5,000,000.00) Dollars. The Policy shall insure all claims for damage to property, personal injury or death or any other losses or damages, both direct and indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to or in the connection with this Agreement. The Policy shall name "The Corporation of the City of Sault Ste. Marie" as an "Additional Insured". The Paramedic Service shall provide a Certificate of Insurance confirming the coverages in place, to the satisfaction of The Corporation of the City of Sault Ste. Marie's Risk Manager immediately upon execution of this Agreement.

#### **5. INDEMNITY**

- (a) The Paramedic Service hereby covenants and agrees that it shall, at all times, fully indemnify and hold harmless Fire Services and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the provision of fuel or otherwise connected with this Agreement, except where the action, claim, demand, cost, loss or expense was solely caused by the negligent, reckless and/or intentional act by Fire Services.
- (b) To this end, the Paramedic Service hereby acknowledges and agrees that Fire Services shall retain counsel of its own choice to defend any such any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings as set out herein, and that Fire Services shall have full control over Fire Services' defence and/or response to such proceedings, and further, that all costs incurred by the Fire Services in the defence and/or response to such proceedings (including solicitor/client costs on a substantial indemnity scale basis), shall be paid by the Paramedic Service immediately upon demand by Fire Services as incurred by Fire Services.

## **5. LIMITED LIABILITY AND RELEASE**

The Paramedic Service hereby releases and forever discharges Fire Services, including its elected officials, officers, employees, agents and contractors; and the Paramedic Service further agrees that notwithstanding anything to the contrary contained herein, Fire Services, including elected officials, officers, employees, agents and contractors shall not be liable to the Paramedic Service or to anyone for whom the Paramedic Service may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Paramedic Service or any of the Paramedic Service's agents, employees and contractors in relation to or in connection with Fire Services performing their duties contained herein except where the action, claim, demand, cost, loss or expense was solely caused by the negligent, reckless and/or intentional act by Fire Services.

## **6. TERMINATION**

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least three (3) months' prior written notice of its intention to terminate.
- (b) In the event the Paramedic Service fails to make any payment as set out in this Agreement, the Fire Services may, at its option and upon thirty (30) days written notice to the Paramedic Service, terminate this Agreement.
- (c) This Agreement may be terminated immediately by either party upon written notice to the other party in the event that the Paramedic Service no longer operates, is incapable of operating, or if the Ministry of Health and Long-Term Care suspends or terminates the Paramedic Service delivery and funding agreement.
- (d) Paragraphs 2-6 and 8 inclusive shall survive the termination or completion of this Agreement.

## **7. NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:

- (a) delivering the notice personally;
- (b) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereinafter be designated in writing in accordance herewith; or
- (c) transmitted by facsimile or email to the facsimile number or email address indicated below:

***in the case of Fire Services:***

Peter Johnson, Fire Chief  
The Corporation of the City of Sault Ste. Marie  
Sault Ste. Marie Fire Services  
72 Tancred Street  
Sault Ste. Marie, ON P6A 2W1  
[p.johnson@cityssm.on.ca](mailto:p.johnson@cityssm.on.ca)

***in the case of the Paramedic Service:***

Robert Rushworth, Chief Paramedic Services  
District of Sault Ste. Marie Social Services Administration Board  
EMS – Social Services  
540 Albert Street East  
Sault Ste. Marie, ON P6A 5L8  
[R.Rushworth@socialservices-ssmd.ca](mailto:R.Rushworth@socialservices-ssmd.ca)

**8. GENERAL**

- (a) Any provision of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.
- (b) Neither this Agreement, the conduct of the Fire Services or the Paramedic Service nor anything done by either party pursuant to this Agreement shall make the parties partners or constitute them agents or employees of one another or impose any fiduciary duty, liability or obligation upon them except as herein expressly set forth.
- (c) This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties.
- (d) This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.
- (e) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, executors, administrators and permitted assigns and any reference to a right or an obligation of a party hereto shall be deemed to

include a reference to such heirs, successors, executors, administrators and permitted assigns to the extent that the context requires.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the date and year first above written.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

**DISTRICT OF SAULT STE. MARIE  
SOCIAL SERVICES ADMINISTRATION  
BOARD**

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**M. NADEAU, CAO**  
*I have authority to bind the Corporation*

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

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**  
*We have authority to bind the  
Corporation*

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

**TAX RATE (LEVY) BY-LAW FOR 2020**

**BY-LAW 2020-88**

**TAXES:** (T1.2) A by-law to provide for the adoption of property tax rates for 2020.

**WHEREAS** Section 312 of the *Municipal Act, 2001* provides that the Council of a local municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class, and;

**WHEREAS** Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios, and;

**WHEREAS** the 2020 municipal tax levy for all purposes including debenture principal and interest payments has been set at \$118,806,737 comprised of \$114,317,433 for the overall (rural) area and an additional \$4,489,304 for the urban area only including debenture principal and interest payments specific to the special area;

**NOW THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie hereby **ENACTS** the tax rates for municipal purposes as set out in Schedule "A" hereto annexed, and forming part of this by-law.

**1. SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

**2. EFFECTIVE DATE**

This by-law takes effect on the date of its final passing.

**PASSED** in open Council this 27<sup>th</sup> day of April, 2020.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

CITY OF SAULT STE. MARIE  
2020 PROPERTY TAX RATES

Schedule A

**URBAN AREA**

Property Class	RTC/RTQ	Municipal
Residential	RT/RH	0.0137797
Multi-Residential-New Construction	MT/NT	0.0149096
Commercial Occupied-New Construction	CT/CH/XT/XH	0.0289685
Commercial-New Construction-Excess Land	CU/XU	0.0202779
Commercial-Small On-Farm Business	C7	0.0289685
Commercial-Vacant Land-Parking Lots	CX/GT	0.0214173
General Rate Only (International Bridge Plaza)	CM	0.0289685
Shopping Centres Occupied-New Construction	ST/ZT	0.0307519
Shopping Centres-Excess Land	SU	0.0215264
Office Buildings Occupied-New Construction	DT/YH	0.0402711
Office Building-Excess Land	DU	0.0281898
Industrial Occupied-New Construction	IT/IH/JT	0.0623037
Industrial-New Construction-Excess Land-Vacant Land	JU/IU/IX/IJ	0.0404974
Industrial-Small On-Farm Business	I7	0.0623037
Large Industrial-Occupied	LT	0.1106530
Large Industrial-Excess Land	LU	0.0719244
Landfills	HT	0.0259612
Pipeline	PT	0.0288534
Farm-Managed Forests	FT/TT	0.0034449

**RURAL AREA**

Property Class	RTC/RTQ	Municipal
Residential	RT/RH	0.0132031
Multi-Residential-New Construction	MT/NT	0.0142857
Commercial Occupied-New Construction	CT/CH/XT/XH	0.0277334
Commercial-New Construction-Excess Land	CU/XU	0.0194134
Commercial-Small On-Farm Business	C7	0.0277334
Commercial-Vacant Land-Parking Lots	CX/GT	0.0205041
Shopping Centres Occupied-New Construction	ST/ZT	0.0294408
Shopping Centres-Excess Land	SU	0.0206086
Office Buildings Occupied-New Construction	DT/YH	0.0385542
Office Building-Excess Land	DU	0.0269879
Industrial Occupied-New Construction	IT/IH/JT	0.0596474
Industrial-New Construction-Excess Land-Vacant Land	JU/IU/IX/IJ	0.0387708
Industrial-Small On-Farm Business	I7	0.0596474
Large Industrial-Occupied	LT	0.1059354
Large Industrial-Excess Land	LU	0.0688580
Landfills	HT	0.0248749
Pipeline	PT	0.0276460
Farm-Managed Forests	FT/TT	0.0033008

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

**BY-LAW 2020-89**

**TAXES:** (T1.2(1)) A by-law to provide for the adoption of tax ratios.

WHEREAS Section 308 of the *Municipal Act*, 2001, as amended provides that the council of a local municipality shall pass a by-law to establish tax ratios for the 2020 Taxation Year.

Therefore **THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act*, as amended **ENACTS** as follows:

**1. SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

**2. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 27<sup>th</sup> day of April, 2020.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

CITY OF SAULT STE MARIE  
2020 TAX RATIOS

Schedule A

Residential	1.00000000
Multi-Residential	1.08200000
Multi-Residential New Construction	1.08200000
Commercial Occupied	2.14196500
Commercial New Construction	2.14196500
Commercial Excess Land	1.49937550
Commercial-Small On-Farm Business	2.14196500
Shopping Centres	2.27383600
Shopping Centres-New Construction	2.27383600
Shopping Centres-Excess Land	1.59168520
Office Building	2.97769600
Office Building-New Construction	2.97769600
Office Building-Excess Land	2.08438720
Parking Lots & Commercial Vacant Land	1.58361800
Industrial Occupied	4.60681100
Industrial-New Construction	4.60681100
Industrial-Excess Land	2.99442715
Industrial-Vacant Land	2.99442715
Industrial-Small On-Farm Business	4.60681100
Large Industrial	8.18181700
Large Industrial-Excess Land	5.31818105
Landfills	1.88402400
Pipelines	2.09391000
Farmland	0.25000000
Managed Forests	0.25000000

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2020-90**

**TAXES:** (T1.2(2)) A by-law to provide for 2020 final tax billing.

WHEREAS the *Municipal Act, 2001 S.O. 2001, c.25*, as amended, provides that the council of a local municipality, may pass a by-law levying amounts on the assessment of property in the local municipality ratable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such levy on the assessment of property in this municipality;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law the following words shall be defined as:

“Act” shall mean the *Municipal Act, 2001 S.O. 2001, C.25*, as amended  
“Minister” shall mean the Minister of Finance;  
“MPAC” shall mean the Municipal Property Assessment Corporation;  
“Treasurer” means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer’s powers and duties under s.286(5) of the Act.

2. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.
3. The provisions of this by-law apply in the event that assessment is added for the year 2020 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.
4. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be zero percent (0%) of the amount in default on the first day after the due date and the first day of each calendar month during which the default continues, but not after the end of 2020, or until such time that this by-law is amended.
5. Following December 31, 2020, interest charges of one and one-quarter percent (1¼%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.
6. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:

- 6.1 One-half (1/2) thereof on the 6<sup>th</sup> day of July, 2020.
- 6.2 One-half (1/2) thereof on the 8<sup>th</sup> day of September, 2020.
7. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.
8. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the Act.
9. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 4 and 5 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
10. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
11. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.

**12. EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

**PASSED** in open Council this 27th day of April, 2020.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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

**BY-LAW NO. 2020-91**

**TAXES:** A by-law to Adopt Optional Tools for the Purposes of Administering Limits for the Commercial, Industrial and Multi-Residential Property Classes.

**WHEREAS** the Corporation of The City of Sault Ste Marie (hereinafter referred to as "The Municipality") may, in accordance with section 329.1 of the Municipal Act, 2001, S.O. 2001, c.25 as amended (hereinafter referred to as "The Act"), and Ontario Regulation 73/03, as made and amended under the Act, modify the provisions and limits set out in part IX The Act, with respect to the calculation of taxes for municipal and school purposes payable in respect of property in the Commercial, Industrial and Multi-Residential property classes;

**AND WHEREAS** this by-law shall only apply to properties in any of the Commercial, Industrial and Multi-Residential property classes to which Part IX of the Act applies;

**AND WHEREAS** for the purpose of this by-law the commercial classes shall be considered a single property class, the industrial classes shall be considered to be a single property class and the multi-residential classes shall be considered to be a single property class;

**AND WHEREAS** "uncapped taxes" means, the taxes for the municipal and school purposes that shall be levied for the taxation year but for the application of Part IX of the Act;

**AND WHEREAS** "capped taxes" means, the taxes for the municipal and school purposes that shall be levied for the taxation year as a result of the application of Part IX of the Act;

**AND WHEREAS** Section 8.2 of Ontario Regulation 73/03 as amended provides that a municipality may pass a by-law providing that Part IX of the Municipal Act, 2001 (limitation on taxes for certain property classes), does not apply to any property in the commercial classes, to any property in the industrial classes, or to any property in the multi-residential property classes if, in the previous taxation year in the municipality, the taxes for each property in the commercial classes, industrial classes or multi-residential property classes, as the case may be, were equal to the uncapped taxes for the property for the taxation year, as shown on the final tax bill for the taxation year for the property, and a by-law under this section applies to the taxation year in which it is passed and to subsequent taxation years;

**AND WHEREAS** municipalities may pass a by-law to limit capping protection to only reassessment related changes prior to 2020 and exclude 2020 changes from the application of Part IX of the Act;

**AND WHEREAS** the Council may pass a by-law to apply any one or any combination of the following options:

- i. Increase the annual cap to a maximum of 10% of last year's capped taxes; and/or
- ii. Set an upper limit on annual increases at the greater of the amount calculated under (i) and up to 10% of the previous year's annualized CVA tax; and/or
- iii. Up to a maximum \$500 threshold may be set for increasing properties, decreasing properties or both; and/or
- iv. Exempt properties from the capping calculation where the previous year's capped taxes for the property were equal to the uncapped taxes for that year;

- v. Exempt properties from the capping calculation where the previous year's capped taxes were less than the previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current year's CVA taxes, or vice-versa; and
- vi. Remove classes from the application of Part IX of the Act where all properties within a class were taxed at the uncapped tax level last year.

**AND WHEREAS** the Council has reviewed the provisions of subsection 329.1 of the Act and the provisions of Ontario Regulation 73/03, and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-Residential property classes;

**NOW THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie hereby enacts as follows:

1. **THAT** paragraphs 1, 2, and 3, of subsection 329.1 (1) of the Act shall apply to the Commercial, Industrial and Multi-Residential property classes for 2020.
2. **THAT**
  - a) In determining the amount of taxes for municipal and school purposes for the year under subsection 329 (1) and the amount of the tenant's cap under subsection 332 (5), the greater of the amounts determined under paragraphs a) and b) as set out below shall apply in determining the amount to be added under paragraph 2 of subsection 329 (1), and the increasing amount under paragraph 2 of subsection 332 (5),
    - i. The percentage set out in Subsection 329 (1) paragraph 2 and in subsection 332 (5) paragraph 2 shall be ten per cent (10%) for Multi-Residential and five percent (5%) for Commercial and Industrial, and
    - ii. The amount of the taxes uncapped for the previous year multiplied by ten per cent (10%) for Multi-Residential and five per cent (5%) for Commercial and Industrial;
  - b) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under section 329, as modified under section 329.1 of the Act and this by-law by five hundred dollars (\$500.00) or less for Multi-Residential and by two hundred and fifty dollars (\$250) or less for Commercial and Industrial;
  - c) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under section 330, as modified under section 329.1 of the Act and this by-law exceed the uncapped taxes by five hundred (\$500.00) or less for Multi-

Residential and by two hundred and fifty dollars (\$250) or less for Commercial and Industrial.

3. **THAT** paragraphs 1, 2, and 3, of subsection 8.0.2 (2) of Ontario Regulation 73/03 shall apply to the Commercial, Industrial and Multi-Residential property classes for 2020;
4. **THAT** Part IX of the Municipal Act, 2001 (limitation on taxes for certain property classes) does not now and hereafter does not apply to valuation changes for any property in the Commercial, Industrial or Multi-Residential classes that could be subject to capping as a result of the increase or decrease in value effective January 1, 2019 for 2020 taxation.
5. **THAT** properties in the Commercial and Multi-Residential Classes that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of the Act for the 2019 taxation year;
  - i. The capped taxes for the property in the previous year were equal to its uncapped taxes for that year;
  - ii. The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied;
  - iii. The capped taxes for the property in the previous year were higher than the property's uncapped taxes for that year, and the current year's capped taxes would be lower than the current year's uncapped taxes if Part IX were applied.

6. **BY-LAW 2019-101 REPEALED**

By-law 2019-101 is hereby repealed.

7. **EFFECTIVE DATE**

This by-law shall be in effect as of January 1, 2020.

**PASSED** in open Council this 27<sup>th</sup> day of April, 2020.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-94**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Unifor Paramedics Local 1359 for the term of April 1, 2017 to March 31, 2020.

**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 Unifor Paramedics Local 1359, a copy of which is attached as Schedule "A" hereto. This Agreement is for the term of April 1, 2017 to March 31, 2020.

**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 27<sup>th</sup> day of April, 2020.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

## COLLECTIVE AGREEMENT

-between-



THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
-and-

UNIFOR PARAMEDICS LOCAL 1359



FULL-TIME BARGAINING UNIT

&

PART-TIME BARGAINING UNIT

APRIL 1, 2017 to MARCH 31, 2020

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## **ARTICLE 1 – PURPOSE**

- 1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the Agreement.
- 1:02 Since the City is a public service institution required to provide ambulance services to the general public, it is understood by the parties that the Agreement shall not interfere with the operation of the Sault Ste. Marie Emergency Medical Services.

## **ARTICLE 2 – SCOPE**

- 2:01 The City recognizes the Union as the sole and exclusive collective bargaining agent for all of the permanent full and part-time Paramedics employed by the Fire Services Department of the Corporation of the City of Sault Ste. Marie.
- 2:02 It is understood that EMS Management Staff not subject to this collective agreement may perform the duties of the members of the bargaining unit at any time for instruction, experimentation or emergencies.

For the purposes of this article, an emergency situation is one in which there is imminent or potential danger to life or limb; where safety is at risk or where the safety of the community at large is immediately at risk. Emergency situations will not encompass any situation where the employer has advance knowledge of a requirement to replace a member of the bargaining unit or where, in the sole discretion of the Manager or his/her designate, there is sufficient time to call in staff.

Further, other employees not covered by the terms of this collective agreement shall not perform the duties that must be by law exclusively performed by members of this bargaining unit except for instruction, experimentation or in the case of emergency. It is understood that this clause does not apply to duties currently performed by other employees/persons not subject to this collective agreement.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3:01 The Union agrees that the management of the City and the direction of the working forces are vested exclusively with the City. Subject to the provisions of this agreement, the City retains the sole right to hire, layoff, assign, promote, transfer, and to discipline, suspend or discharge employees and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked, and to establish rules and regulations governing the conduct of its employees. The City also has the sole and exclusive control and direction over the methods, machinery and equipment and jurisdiction over all operations, buildings and tools which are the property of the City.
- 3:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.
- 3:03 The City has the exclusive right to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time reasonable rules and regulations which shall not be inconsistent with the provisions of this agreement. Whenever possible the Unit Chairperson shall be consulted concerning any changes as outlined in this paragraph and such changes shall be posted on Bulletin Boards for five (5) days to give the employees time to acquaint themselves with these changes before they take effect.
- 3:04 **Certification:**
- All employees, as a condition of employment, shall maintain all necessary certification to carry out their duties as required under provincial legislation and regulation.
- It is also understood it is the sole responsibility of the employee as a condition of employment to promptly provide to the City the documentation supportive of qualifications and certification.
- When the City requests from an employee verbally or in writing any documentation with respect to qualifications/certification, the employee will provide such documentation promptly. Any correspondence from the City requesting documentation from an employee will be copied to the union.

## **ARTICLE 4 – DEFINITIONS**

- 4:01 “Employee” shall include only such persons coming within the scope of the bargaining unit.
- 4:02 “Primary Care Paramedic (PCP)” shall mean an employee holding an E.M.C.A. or an A/E.M.C.A. Certificate and is qualified in accordance with the Ambulance Act and applicable Regulations as well as possessing qualifications as required by the City to perform ambulance services duties.
- 4:03 “Work Group Leader” shall mean a Primary Care Paramedic assigned the responsibility for day to day leadership of the work group inclusive of duties such as assignment of work, ensuring completion of work, ensuring proper supplies are maintained, completion of documentation, monitoring and reporting of attendance and ensuring adherence to policies and procedures.
- 4:04 “Bargaining Unit” shall mean all Paramedics employed by the City at Sault Ste. Marie Emergency Medical Services Division of the Fire Services Department.
- 4:05 “Full-time Paramedic” is an employee working a regularly scheduled average of forty-two (42) hours per week.
- 4:06 “Part-time” shall be defined as an employee who is regularly scheduled and available to work thirty-two (32) hours or less per week and shall be available to report to work an average of thirty-two hours per week.

or

If on casual call-in to work, no more than eighty-four (84) hours in any given two (2) week pay period.

This clause does not preclude the employer calling in a part-time employee to work at premium rate if required.

- 4:07 “Steward/Chairperson” shall mean an employee of the Corporation duly accredited as such by the Union.

4:08 "Deputy Chief – EMS Operations" shall mean the Deputy Chief of Sault Ste. Marie Emergency Medical Services or official designate as determined by the City.

## **ARTICLE 5 – UNION SECURITY**

5:01(a) The City and Union agree that employees shall be members of the Union as a condition of employment except as otherwise provided for by law. It is understood and agreed that the City shall not be required to discharge any employee that has been expelled or suspended from the Union. The City shall deduct from the salary of each employee, commencing with the first pay cheque, the current monthly Union dues as set out from time to time, and remit same as set out in Article 5:02, provided such dues are to be uniformly levied for a period of not less than 12 months.

(b) The City shall provide to the Union monthly a list with the following information:

- Employee Name
- Employee Number
- Union dues deducted per pay period
- Union dues deducted to date in the year
- Total Union dues deducted for the bargaining unit for the pay period.

If the union requires clarification with respect to the deduction of dues enquiry may be made to the Fire Services Department.

5:02 The City agrees to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected.

5:03 The Union shall save the City harmless from any and all claims which may be made against the City for amounts deducted from employees pay as herein provided.

5:04 The City agrees to forward to the Secretary-Treasurer of the Union the monthly salary of all new employees and also any change in salary of existing employees.

5:05 Posting of Seniority Lists

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

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

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

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

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

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

5:06 Bulletin Boards

The Union shall have the use of the bulletin boards as designated by the City on its premises. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the union.

All out-dated notices shall be removed by the Union.

5:07 Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on the City's premises without prior approval of the City.

For the purposes of meeting with the City, the Union has the right to have the assistance of the President of the Union and the National Representative of the Union.

5:08 Access to Personnel File

Employees may request access to his/her personnel file with written notice to the Director of Human Resources. A meeting shall be arranged at a mutually convenient time for the employee to examine the file in the presence of the Commissioner or designate.

**ARTICLE 6 – NO DISCRIMINATION**

- 6:01 The Corporation, the Union and their agents agree not to discriminate against any employees because of their membership or non-membership in the Union or for any reason as set out in the Ontario Human Rights Code.
- 6:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the City by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on City time, and no meetings on City premises except with the permission of the City.

**ARTICLE 7 – NO STRIKES OR LOCKOUTS**

- 7:01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will not cause or direct lockouts of its employees for the duration of this Agreement. Further, the Union agrees that there will be no strikes or any other collective action which will stop or interfere with the services of the City or the safety of employees/citizens for the duration of this Agreement.

**ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES**

8:01 Committee Meetings

It is understood that a Union Committee member shall not suffer a loss of earnings for attendance at Grievance and Labour Management meetings with the Employer.

The Union acknowledges that stewards and committee members have regular duties to perform for the Corporation, and that they will not leave their regular duties without first obtaining permission from their immediate supervisor and such permission will not be unreasonably withheld. Upon resuming regular duties the stewards will report to their respective supervisors.

8:02     Grievance Committee

The City acknowledges the right of the Union to appoint or otherwise elect two (2) Stewards from amongst the members. Such Stewards shall also serve as the Grievance Committee for the Union. The Union shall notify the City in writing of the names of the Stewards when appointed and when there is any change.

The Union shall notify the Director of Human Resources with a copy to the Fire Chief and/or designate of the names of the union stewards that will deal with grievances. The City shall not be required to recognize any steward for the purpose of dealing with grievances unless the City has been notified by the Union of the names of such stewards as determined by the Union.

8:03     Local Negotiating Committee:

1.     Three (3) negotiating committee members will suffer no loss of pay for union meetings to prepare for collective bargaining and for meetings with the City for collective bargaining.
2.     Leave of absence for the committee members for collective bargaining or to prepare for collective bargaining must be made in writing one (1) week in advance and are subject to the approval of the Fire Chief.
3.     The bargaining committee members are responsible for arranging for their work replacements for Leave of Absence and informing the Fire Chief and/or designate of such replacements.

4. The Union agrees to reimburse the Employer within thirty (30) days of the date of the invoice for the amount of wages paid by the City for the replacement of the bargaining committee members while on such leave.

8:04 Labour/Management Committee

The parties agree to establish a Labour Management Committee with equal representation from each party to deal with matters of mutual concern related to the workplace. It is agreed and understood that:

- Meetings will be scheduled as necessary upon request of either party at a mutually agreed time and location.
- Union members will not suffer a loss of pay for attendance at such meeting.
- Either party will inform the other in writing and at least one (1) week in advance of such meetings of the topics for the agenda of the meeting along with any other supportive documentation that the party wishes to submit.
- The Labour Management Committee shall not deal with any matter that is a subject of a grievance or is properly dealt with in collective bargaining.
- The Committee has no authority to make any decision to alter or amend the collective agreement nor to make any decision inconsistent with its provisions.
- The parties agree to make every effort to deal with the issues in a co-operative manner.

## **ARTICLE 9 – ADMINISTRATION OF DISCIPLINE**

9:01 Discipline, Suspension & Discharge

Whenever the City deems it necessary to take disciplinary action inclusive of suspension or discharge, it is understood that the employee shall have the right to union representation when such discipline is imposed. A copy of the disciplinary letter given to the employee shall be provided to the union.

9:02 Letters of Reprimand  
Discipline Record Retention – Letters of Warning & Discipline

Discipline (including letters of direction) will be removed from the record of an employee twenty-four (24) months following receipt of such discipline provided that such employee's record has been discipline free for that entire 24 month period of time. Any discipline within the twenty-four (24) month period will extend the discipline on the file for another twenty-four (24) month period.

The aforementioned will apply to suspensions based on a thirty-six (36) month period.

The above provisions will not apply if, in the City's opinion, the discipline issued is a result of a finding based on the following:

1. Violation of the Ontario Human Rights Code
2. Substantiated Patient Abuse

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

10:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute.

Requests for grievance hearings and replies following such hearings shall be in writing at all steps and signed by the aggrieved employee. Grievances shall specify the clause or clauses in the Agreement that it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure.

### **(a) Complaint**

Grievances shall first be dealt with as a complaint.

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

(b) Grievance

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

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

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

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

10:02 Policy Grievance

Where the dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the City may file a grievance at Step II of the Grievance Procedure.

10:03 The time limits set out in both the Grievance and Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

10:04 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present

a group grievance identifying each employee who is grieving to the Deputy Chief – EMS Operations within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute. Each aggrieved employee shall sign the grievance. The Group Grievance shall be processed commencing at the Complaint Stage outlined in 10:01 (a).

10:05 Discipline & Discharge

An employee grievance with respect to discipline will commence at Step I of the grievance procedure. An employee grievance with respect to discharge will commence at Step II of the grievance procedure.

## **ARTICLE 11 – ARBITRATION PROCEDURE**

11:01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration as defined in the Ontario Labour Relations Act. An Arbitrator or Board of Arbitration shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

## **ARTICLE 12 – SENIORITY**

12:01 The Corporation agrees that in the event of layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed by seniority in the reverse order in which they were laid off.

12:02 However it is understood and agreed that in all cases of promotion to a higher job class, job postings, decreases in forces and recall after layoffs the following factors shall be considered:

- (1) Experience, Qualifications and Ability to perform the work
- (2) Seniority

Where Experience, Qualifications and Ability to perform the work is considered to be equal, seniority shall be the determining factor.

12:03 Only a new employee shall be on probation until such employee has worked a period of six (6) months if initially hired to a full-time position or a period of one thousand and ninety-two (1092) hours if initially hired to a part-time position.

For full-time employees, if retained after the probation period, such employee's seniority shall be dated from the day he or she commenced work. For part-time employees, seniority shall be based upon hours worked from the most recent date of hire.

12:04 Seniority for full-time employees shall be calculated from the last date of employment. Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits his/her employment;
- (2) the employee is discharged for proper cause;
- (3) the employee fails to report to work within fifteen days (15) after being notified by registered mail to return to work following a layoff.
- (4) the employee is absent from work for three (3) consecutive working days without permission or just cause.
- (5)(a) the employee is absent from work due to non-occupational illness or accident subject to the following conditions:
  - (i) during the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in Article 21:00.
  - (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 21:00.
  - (iii) the City agrees to maintain the seniority of such employee for a thirty six (36) month period, after which employment will be terminated.
- (b) the employee is absent from work due to an occupational illness or accident for which Workers Safety Insurance Board (WSIB) is paid subject to the following conditions:

- (i) during the first twelve (12) months of such absence the City will provide at its cost all benefits set out in Article 21:00.
- (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 21:00;
- (iii) the City agrees to maintain the seniority of such employee for a thirty six (36) month period after which employment will be terminated.

- (6) an employee is absent from work for a period in excess of twelve (12) calendar months due to a layoff;

12:05 Part-time employees shall accumulate seniority on the basis of two thousand one hundred and eighty-four (2184) hours equals one (1) year.

Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits his employment;
- (2) the employee is discharged for proper cause;
- (3) the employee fails to report to work within fifteen days after being notified by registered mail to return to work following a layoff;
- (4) the employee is absent from work for three (3) consecutive working days without permission or just cause;
- (5) the employee is absent from work due to non-occupational or occupational illness or accident subject to the following conditions:
  - (i) the City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated;
- (6) an employee is absent from work for a period in excess of twelve (12) calendar months due to a layoff.

- (7) the part time employee does not respond in the affirmative for five (5) consecutive offered shifts or shift call backs. The union and employee will be notified of the third "miss".

12:06 Notice of Layoff

Notice of Layoff will be in compliance with the Employment Standards Act.

12:07 Transfer to Temporary Acting Commander

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

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

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

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

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

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

The assigned duties for Acting Commanders will not include the hiring, termination or discipline of employees. The assigned duties for Acting Commanders will not include the hiring, termination or discipline of employees, or access to employees' medical information.

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

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

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

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

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

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

12:08 Accommodation Outside of Bargaining Unit

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

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

## ARTICLE 13 – CONTRACTING OUT

13:01 The parties hereby agree that there shall be no restriction on contracting out by the Corporation of the work or services of a kind and to the degree now performed by the employees represented in

this collective agreement provided no full time employee will be laid off as a result of such contracting out.

## **ARTICLE 14 – JOB POSTING**

- 14:01 Where a full-time vacancy occurs within the bargaining unit, such shall be posted by the Corporation for a period of seven (7) working days. All applications shall be made in writing within the posting period. A full-time employee may advise the Deputy Chief – EMS Operations and/or designate in writing of their interest in reverting to a Part-time position.
- 14:02 An existing employee who is the successful applicant will be placed in the vacancy for a trial period not exceeding sixty (60) working days and if the employee proves satisfactory, then he/she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he/she is unable to perform the duties of the vacancy to which he/she is posted, the employee will be returned to his/her former position at his/her former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing.

Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. The trial period may be extended upon mutual agreement of both parties.

- 14:03 Temporary Vacancies

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

Any temporary vacancy as a result of an absence known to be greater than ninety (90) calendar days from the onset of the absence will be offered to the most qualified senior part time employee. An employee who accepts such a temporary vacancy must complete such leave unless an opportunity for full time employment within the bargaining unit becomes available or

another period of temporary vacancy occurs that will extend beyond the duration of the employee's current temporary vacancy.

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

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **15:01 Bereavement Leave**

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

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

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

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

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

#### 15:02 Jury & Witness Duty

The City shall grant leave of absence without loss of seniority to an employee who serves as a juror or Crown Witness.

For jury or Crown witness duty unrelated to the City's business, the City shall pay such employee the difference between their normal earnings and the payment they receive for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

When an employee is required to act as a Crown Witness on matters relating to the Employer's business, the City shall pay such employee the difference between their regular earnings and the payment they receive for such witness duty. Reimbursement for travel, accommodation and meals (subject to clause 18:01 Meal Allowance) to perform such witness duty shall be in accordance with City policy minus any payments received for such expenses from the Crown. The employee will present proof of service, the amount of pay and reimbursement received.

Any employee who is required by law to appear in court during non-regular working hours on a job-related matter shall receive time and one half (1.5x) of their regular wages for all hours of attendance.

When an employee is required by law, to appear in court on a job-related matter during their period of scheduled vacation, they shall be allowed to reschedule said vacation hours at a later date that is mutually agreed upon with the employer. Should said vacation not be able to be rescheduled within the calendar year due to operational requirements, such time will be carried over to the following year and must be scheduled within the first three (3) months of the new calendar year. If time is unavailable to use carry-over vacation, such time will be paid out at the last pay period of the year.

The employee's start time shall be the time they report for duty on the day of the job-related court appearance in uniform at the station and the end time will be when the employee returns to the station and authorized by the manager to return home.

Where an employee is charged with a criminal or statutory offence flowing from the employee's paramedic duties and is subsequently acquitted by a court of such charges, the employee shall be reimbursed as determined by the City for any reasonable legal expenses incurred as a result of such charges. In the event of a dispute regarding reasonable legal expenses, the account shall be submitted for assessment pursuant to the Solicitor's Act.

15:03 Pregnancy and Parental Leave

An employee on pregnancy / parental leave shall be entitled to receive Supplementary Employment Benefit (S.E.B.) equal to eighty percent (80%) of their normal weekly earnings for the one (1) week waiting period for Employment Insurance and a topping up of their Employment Insurance benefits to eighty percent (80%) of their normal weekly earnings for the following seventeen (17) weeks of such leave.

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

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

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

15:04 Union Leave

Leave of absence for Union business shall be granted up to a maximum of 80 days per calendar year for this group, provided such leave does not interfere with the efficient operation of the Emergency Medical Services division.

Such leave shall be subject to the following provisions:

- a) Not more than two (2) employees are absent on any such leave at any one time and the leave for both employees shall not exceed the twenty (20) days total.
- b) The request for approval of such leave be made in writing to the Fire Chief at least seven (7) days prior to the commencement of such leave.
- c) Such request shall state the general nature of the function to be attended.
- d) The employees granted such Union Leave shall be responsible for arranging for their work replacements for the duration of the approved leave *if using full time employees* and advising the Fire Chief or designate in writing of the names of the replacements at the time the request is made. *If part time personnel are to be used as replacements, then Senior Fire Management will be responsible for scheduling those replacement employees.*
- e) The City shall maintain the regular wages of employees on such approved leave for the scheduled days of work falling within the leave period, provided the union reimburse the City within thirty (30) days of being invoiced for the wages and cost of benefits paid by the City for the replacement of the employees on approved union leave.
- f) Part time staff will be made available for such replacement on a case by case basis as approved by the Chief and/or designate. It is understood that if this results in premium cost to the City the Union will reimburse accordingly.

Note: Union leave for collective bargaining purposes is excluded from the annual maximum.

#### 15:05 Personal Leave

The City may grant leave of absence without loss of seniority or occupational classification and without pay to any employee requesting such leave for a good and sufficient cause. An

application for leave of absence shall be made at least one (1) month prior to date of leave and the applicant shall be given notice in writing within fourteen (14) days from the date of application.

It is understood that Leaves of Absence shall not be for employment with another employer.

15:06 Quarantine

Should an employee be quarantined by the Medical Officer of Health as a result of work duties, the City will maintain the employee's pay for the scheduled shifts that the employee was unable to work during the quarantine period.

## ARTICLE 16 - REGULAR HOURS OF WORK AND WORKING CONDITIONS

16:01

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

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

16:02 Day-Light Savings

It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time, and vice versa, to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that all hours worked will be paid at the regular straight time rate as a result of the change-over to daylight saving from standard time or vice versa.

16:03 Exchange of Shifts

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

- (a) Employees wishing to change shifts will submit a completed shift change form for processing to the Work Group Leader on duty. Work Group Leader in charge of the shift shall mean the Work Group Leader in charge on the day of the change of shift.
- (b) Twenty-four hours notice must be given for a change to be given any consideration, except in the case of an extreme emergency when a good reason must be given for a requested change of shift.
- (c) Employees requesting four (4) consecutive days off by shift changes must obtain the advance approval of the Manager of EMS.
- (d) Employees having a day off due to having exchanged a shift must not work for gain or pay on such a day off *with a different employer (this provision shall not include self-*

*employment).* Any employee working for gain or pay on exchange shift will be immediately suspended without pay from the department and be subject to disciplinary action.

- (e) Work Group Leaders in charge of shifts will ensure that all changes of shift are duly recorded in the daily report sheets.
- (f) Any employee who has promised to work for another employee and fails to report for duty or does not cover the shift if unable to work the exchanged shift shall forfeit three (3) days pay.
- (g) All Work Group Leaders in charge of shifts will ensure that paragraph (b) is adhered to. Failure to comply will result in the Work Group Leader losing and forfeiting pay for one (1) scheduled shift.
- (h) No exchange of shift shall be granted if it interferes with previously scheduled mandatory training.

## **ARTICLE 17 – PREMIUM PAYMENT**

### **17:01 Call-back**

All employees shall be subject to off shift callback at the discretion of the Fire Chief and/or designate. When off-shift full-time employees are called back they shall be paid a minimum of four (4) hours pay at a rate of time and one-half (1.5x) at the applicable rate of pay, or banked as compensated time off commencing upon receipt of the call for the call-back provided arrival at a designated Fire Services' Response Centre is within 30 minutes of the call. When arrival is in excess of 30 minutes, the call-back shall commence upon arrival at a designated Fire Services' Response Centre.

### **17:02 Overtime**

Employees authorized to work more than their regular shift will be paid at time and one-half (1.5x) their regular rate of pay for the overtime worked calculated in quarter hour segments. Employees are not considered relieved from duty until they have arrived back at their respective assigned station and authorized to leave by the Work Group Leader.

17:03 Overtime as Compensated Time Off

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

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

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

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

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

17:04 Shift Premiums (effective January 1<sup>st</sup>, 2020)

Employees will earn a night shift premium of seventy-five cents per hour (\$0.75/hour) for all hours worked between 1800 hours and 0800 hours Monday through Thursday.

Employees will earn a weekend shift premium of seventy-five cents per hour (\$0.75/hour) for all hours worked between 1800 hours Friday to 0800 hours Monday.

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

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

## **ARTICLE 18 – ALLOWANCES**

18:01

### **a) Meal Allowance**

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

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

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

### **b) Travel Allowance**

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

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

18:02 Uniform Allowance

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

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

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

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

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

18:03 Safety Footwear Allowance

All full time employees will be provided with an annual safety footwear allowance of one hundred ninety-five dollars (\$195) effective April 1, 2016 for the purchase of C.S.A. approved safety footwear. Increase for full time employees effective January 1<sup>st</sup>, 2020 to be paid the first pay period following April 1<sup>st</sup>, 2020 – two hundred and twenty-five dollars (\$225).

All part time employees will be provided with an annual safety footwear allowance of one hundred twenty dollars (\$120.00) effective April 1, 2015 for the purchase of C.S.A. approved safety footwear. Increase for part time employees effective January 1<sup>st</sup>, 2020 to be paid the first pay period following April 1<sup>st</sup>, 2020 – one hundred and thirty dollars (\$130).

Such safety footwear shall be acceptable to the City, be CSA approved and be black in colour. Employees shall be required to wear safety footwear while on duty.

## **ARTICLE 19 – PAID HOLIDAYS**

- 19:01 The following holidays shall be recognized as paid holidays for all permanent full time employees:

New Year's Day	Family Day
Good Friday Easter	Monday
Victoria Day	Civic Holiday
Canada Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

- 19:02 Each eligible employee shall be paid ten point five (10.5) hours at their regular rate of pay for each of the twelve (12) holidays listed under 19:01 in lieu of time off. Such payment shall be made in the first full pay period in December of any given year.

Notwithstanding the preceding, in August of each year, employees may request to schedule up to three (3) consecutive, four (4) day blocks of paid holidays as vacation at the time of vacation signing, in accordance with Seniority. It is understood that this is subject to availability of vacation blocks and at no additional costs to the City. Approval of such requests will be at the discretion of the Fire Chief.

Part Time employees who work on a paid holiday shall be paid one and one half (1.5x) times the employee's applicable rate of pay for all hours worked.

## **ARTICLE 20 – VACATIONS**

- 20:01 All employees who have completed one (1) calendar year of service but less than five (5) years service shall receive eighty-four (84) hours of annual vacation at their regular rate of pay.
- 20:02 All employees who have completed five (5) years of service but less than ten (10) years of service shall be allowed one hundred and twenty-six (126) hours of vacation at their regular rate of pay.

- 20:03 All employees who have completed ten (10) years of service but less than fifteen (15) years of service shall be allowed one hundred and sixty-eight (168) hours of annual vacation at their regular rate of pay.
- 20:04 All employees who have completed fifteen (15) years of service but less than twenty (20) years shall be allowed two hundred and ten (210) hours of annual vacation at their regular rate of pay.
- 20:05 All employees who have completed twenty (20) years of service but less than twenty-five (25) years shall be allowed two hundred and fifty-two (252) hours of annual vacation at their regular rate of pay.
- 20:06 All employees who have completed twenty-five (25) years of service, but less than thirty (30) years, shall be allowed two hundred and seventy-three (273) hours of annual vacation at their regular rate.
- 20:07 All full time employees who have completed twenty-eight (28) or more years of service shall be allowed two hundred and ninety-four (294) hours of annual vacation at their regular rate of pay (effective April 1<sup>st</sup>, 2020).
- 20:08 The period in which employees may take vacation shall run from the 1<sup>st</sup> day of January to the 31<sup>st</sup> day of December annually.
- 20:09 Employees who are off work without pay for thirty (30) days or more shall have their vacation entitlement reduced in proportion to such time absent from work.
- 20:10 Vacations shall be arranged by the Fire Chief and/or designate and shall be given to employees in accordance with seniority. Employees will be granted a maximum of eighty-four (84) hours of annual vacation at any one (1) signing.
- 20:11 Any employee with less than four (4) consecutive shifts of vacation to choose, shall choose in sequence in accordance with seniority on their last vacation pick. When the employee has less than four (4) vacation days to choose, another full time employee is able to choose the same vacation block.

## **ARTICLE 21 – HEALTH AND INSURED BENEFITS**

### **WELFARE PLAN**

21:01 It is agreed that for the permanent full-time employees covered by this agreement, the City shall pay 100% of the billed premium for Green Shield:

Semi-Private Coverage if available,  
Extended Health Care

Vision Care \$320/24 months (effective the 1<sup>st</sup> of the month following the ratification of the Memorandum of Settlement); Vision care \$425/24 months (effective April 1<sup>st</sup>, 2020). Vision care amount to include laser eye surgery and eye exam up to the Vision Care amount 24 month maximum.

Prescription Drug Dispensing Fee Cap - \$12 per prescription (effective 1<sup>st</sup> of the month following ratification of the Memorandum of Settlement)

No OTC Drugs in Formulary;  
Orthotic/Orthopedic Annual Cap \$400  
Out of Province Travel Plan

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

- Physiotherapist
- Registered Massage Therapist (Physician Referral Required)
- Chiropractor
- Speech Therapy (effective April 1<sup>st</sup>, 2020)

Psychological Benefit \$1000 outside the paramedical benefit per calendar year (MSW, Psychologist, Registered Counsellor),

Hearing aid reimbursement \$500/24 months

Dental

Plan #9, with Rider #3, (Orthodontic, one thousand five hundred (\$1,500 limit)), at current ODA minus one (1) year.

Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, for which the City will pay 100% of the billed premium. It is agreed that the full E.I. rebate on premiums shall be retained by the City.

Coverage for new full time employees shall be effective as follows:

- (a) Extended Health Care – 1<sup>st</sup> day of the month following date employed.
  - (b) Dental – 1<sup>st</sup> day of the month following completion of three (3) months service.
- 21:02 The City and the Union agree that a group life insurance plan providing benefits of one and one-half times basic salary shall be in effect. This plan to cover full time employees only with a three (3) month waiting period for new employees. The City will pay 100% of the billed premium for this benefit.
- 21:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment.
- 21:04 All employees upon retirement may revert to \$1,000 Group Life Insurance, 100% of the cost to be paid by the employee.
- 21:05 All Permanent Full-Time Employees covered by this Agreement shall be provided with a Long Term Disability Plan, for which the City will pay 100% of the billed premium.
- The parties agree that eligibility for L.T.D. benefits will cease when:
- (a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or
  - (b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- 21:06 Coverage for Group Life Insurance and Long Term Disability 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.

Coverage shall be in accordance with the terms and conditions of:  
Great West Life (320925)  
Great West Life (320925)

- 21:07 The City agrees to cover the payment of premiums for Green Shield Extended Health Care, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.
- 21:08 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 premiums for the benefits outlined in Article 21:01, 21:02 and 21:05.
- 21:09 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverage.
- 21:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction or premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.

#### **21:11 Pension Plan**

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

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

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

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

21:12 Benefits for Part-time Employees

Effective January 2018

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

**ARTICLE 22 – SICK LEAVE**

22:01 The provisions of this article cover full-time employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illnesses covered by the W.S.I.B.

22:02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six (6) months service such employee shall be credited with one and one-half (1 1/2) days per month from the date of employment.

An employee who is absent due to illness or Leave of Absence for the major portion of the Employees regularly scheduled hours in any month shall not accumulate sick leave as outlined above.

22:03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the City whether retiring voluntarily or dismissed for cause.

22:04 The length of service shall be calculated from the date of employment with the City and such service must be continuous from said date of employment.

22:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of one hundred and eighty (180) working days.

- 22:06 Recognized days off shall not be deducted from the accumulated sick leave.
- 22:07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a physician, if requested by the Fire Chief and/or designate.
- 22:08 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment.

22:09 Sick Note Payment

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

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

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

22:10 WSIB

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

If a lost time absence continues beyond Day 14, the employee will be paid full salary and benefits provided that the difference between their normal salary or wages is deducted from their unused sick leave credit. Such payments shall cease when the

credit is exhausted. All wage payment by the W.S.I.B. shall be deposited with the City.

If the W.S.I.B. denies the claim, the Employer will work to reconcile, on a case-by-case basis, for payments made in advance of a decision.

## **ARTICLE 23 - COMPENSATION**

23:01 Hourly Rates to be reflected in Schedule A.

23:02 **PAYMENT OF WAGES**

### **Direct Deposit**

The City shall electronically direct deposit the employees net pay into an account specified by the employee. Such pay shall be on a bi-weekly basis except when prevented by a holiday, in which case regular pay will be advanced by one day. A statement of bi-weekly earnings showing deductions shall be provided to each employee for each bi-weekly paid period.

## **ARTICLE 24 – RETROACTIVITY**

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

## **ARTICLE 25 – DURATION**

25:01 This agreement shall be effective from April 1, 2017 to the 31<sup>st</sup> day of March 2020 and from year to year their after unless either party notifies the other in writing of its desire to terminate or amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

25:02 Notice that amendments are required shall only be given within a period of not more than ninety (90) days or less than thirty (30) days prior to the expiration date of this agreement or any anniversary date of such expiration date.

- 25:03 If notice of amendments or termination is given by either party the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving of such notice, if requested to do so.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED   **THE CORPORATION OF THE  
CITY OF SAULT STE. MARIE**

Christian Provenzano (MAYOR)

Rachel Tyczinski (CITY CLERK)

**LOCAL 1359 - UNIFOR**

Mary Casola  
Mary Casola

Laurie Lessard-Brown  
Laurie Lessard-Brown

Cathy Humalamaki  
Cathy Humalamaki

## SCHEDULE A

### SALARY SCHEDULE APRIL 1, 2017 - MARCH 31, 2020

Rank	April 1, 2017 1.75%	April 1, 2018 1.65%	April 1, 2019 1.75%
PCP			
Year 1 Level 1	\$35.588	\$36.175	\$36.808
Year 2 Level 2	\$36.692	\$37.297	\$37.950
Year 3 Level 3	\$37.792	\$38.416	\$39.088
Workgroup Leader			
110% of PCP Level 3	\$41.572	\$42.258	\$42.997

**LETTER #1**

**LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

**Labour/ Management Committee:**

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

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

“Laurie Lessard-Brown”  
“Mary Casola”  
“Cathy Humalamaki”

**FOR THE CITY**

“Peter Niro”  
“Ida Bruno”  
“Paul Guertin”

**LETTER #2**

**LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

**Education:**

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

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

"Laurie Lessard-Brown"  
"Mary Casola"  
"Cathy Humalamaki"

**FOR THE CITY**

"Peter Niro"  
"Ida Bruno"  
"Paul Guertin"

**LETTER #3**

**LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

**Paramedic Training**

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

“Laurie Lessard-Brown”  
“Mary Casola”  
“Cathy Humalamaki”

**FOR THE CITY**

“Peter Niro”  
“Ida Bruno”  
“Paul Guertin”

**LETTER #4**

**LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

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

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

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

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

Also, the designated Steward will also deal with the City's Return-to-Work Coordinator with respect to Women's issues in the workplace.

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

"Laurie Lessard-Brown"  
"Mary Casola"  
"Cathy Humalamaki"

**FOR THE CITY**

"Peter Niro"  
"Ida Bruno"  
"Paul Guertin"

## **LETTER #5**

### **LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

#### **Re: Disabled Employees and Modified Work**

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

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

“Laurie Lessard-Brown”  
“Mary Casola”  
“Cathy Humalamaki”

**FOR THE CITY**

“Peter Niro”  
“Ida Bruno”  
“Paul Guertin”

## **LETTER #6**

### **LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

#### **Re: Health & Safety Committee**

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

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

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

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

“Laurie Lessard-Brown”  
“Mary Casola”  
“Cathy Humalamaki”

**FOR THE CITY**

“Peter Niro”  
“Ida Bruno”  
“Paul Guertin”

**LETTER #7**

**LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

**Re: Workplace Harassment**

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

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

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

“Laurie Lessard-Brown”  
“Mary Casola”  
“Cathy Humalamaki”

**FOR THE CITY**

“Peter Niro”  
“Ida Bruno”  
“Paul Guertin”

**LETTER #8**

**LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

**Re: Vacation Selection**

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

"Laurie Lessard-Brown"  
"Mary Casola"  
"Cathy Humalamaki"

**FOR THE CITY**

"Peter Niro"  
"Ida Bruno"  
"Paul Guertin"

**LETTER #9**

**LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

**Re: Paid Education Leave**

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

Signed this 10<sup>th</sup> day of September, 2019.

FOR THE UNION

“Laurie Lessard-Brown”  
“Mary Casola”  
“Cathy Humalamaki”

FOR THE CITY

“Peter Niro”  
“Ida Bruno”  
“Paul Guertin”

**LETTER #10**

**LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

**Re: Investigative Protocol**

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

“Laurie Lessard-Brown”  
“Mary Casola”  
“Cathy Humalamaki”

**FOR THE CITY**

“Peter Niro”  
“Ida Bruno”  
“Paul Guertin”

**LETTER #11**

**LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

“Laurie Lessard-Brown”  
“Mary Casola”  
“Cathy Humalamaki”

**FOR THE CITY**

“Peter Niro”  
“Ida Bruno”  
“Paul Guertin”

## **LETTER #12**

### **LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

#### **Elected Union Official Leave**

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

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

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

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

The Union agrees to notify the City in writing of the employee's intention to return to work from such leave with sixty (60) days advance notice. An employee on such leave will return to their former position, unless otherwise modified by the terms of the collective agreement, and any employee or employees used to replace such vacancy will be displaced in

accordance with the collective agreement (e.g., Article 14.03 process only not bound by said article).

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

The Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leave reimbursements. The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

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

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

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one (1) hour/month at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all UNIFOR Locals will be sent to the one (1) identified address. The address used for billing purposes will be as provided by UNIFOR.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

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

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

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

Signed this 10<sup>th</sup> day of September, 2019.

FOR THE UNION

“Laurie Lessard-Brown”  
“Mary Casola”  
“Cathy Humalamaki”

FOR THE CITY

“Peter Niro”  
“Ida Bruno”  
“Paul Guertin”

## **LETTER #13**

### **LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

**Re: EMS Commander**

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

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

“Laurie Lessard-Brown”  
“Mary Casola”  
“Cathy Humalamaki”

**FOR THE CITY**

“Peter Niro”  
“Ida Bruno”  
“Paul Guertin”

## **LETTER #14**

### **LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

#### **REST PERIODS**

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

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

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

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

Signed this 10<sup>th</sup> day of September, 2019.

**FOR THE UNION**

"Laurie Lessard-Brown"  
"Mary Casola"  
"Cathy Humalamaki"

**FOR THE CITY**

"Peter Niro"  
"Ida Bruno"  
"Paul Guertin"

## **LETTER #15**

### **LETTER OF UNDERSTANDING**

**Between**

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

**and**

**UNIFOR Local 1359**

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

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

#### **Part-Time Availability**

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

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

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

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

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

## Granting Vacation and Stat Time

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

### NOTES:

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

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

## Part-Time Scheduling

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

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

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

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

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

Signed this 10<sup>th</sup> day of September, 2019.

FOR THE UNION

"Laurie Lessard-Brown"  
"Mary Casola"  
"Cathy Humalamaki"

FOR THE CITY

"Peter Niro"  
"Ida Bruno"  
"Paul Guertin"

**ESSENTIAL SERVICES AGREEMENT**  
**THE CORPORATION OF THE CITY OF SAULT STE MARIE**  
**&**  
**UNIFOR Local 1359**

**Date: June 14, 2018**

The following is the Essential Services Agreement between the parties as required pursuant to the *Ambulance Services Collective Bargaining Act*:

**PREAMBLE**

**Whereas** the City of Sault Ste. Marie is contracted to provide Land Ambulance Services on behalf of the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB).

**Whereas** the Union and the City have negotiated previous collective agreements in accordance with the *Ontario Labour Relations Act*.

**Whereas** the parties wish to ensure the provision of essential ambulance services in the event of a strike or lockout.

**Whereas** the Union and City agree that the maintenance of essential services during a strike or lockout is the joint responsibility of the parties due to the fact that the absence of such services poses an immediate and serious danger to the health and safety of the public.

**Whereas** the Union and the City agree this Essential Services Agreement will be incorporated as an Appendix in the new collective agreement and remain in effect in the event of a strike or lockout from the date of signing.

**The parties therefore agree to the following:**

- 1) In the event of a strike or lockout as defined under the *Ontario Labour Relations Act*, it is understood and agreed that those employees required to work under this agreement will perform their assigned duties as outlined in Item #2 below. There will be eight (8) paramedics scheduled to work on day shifts, the start times of which shall be

determined by the Employer. There will be six (6) paramedics scheduled to work on night shifts, the start times of which shall be determined by the Employer.

- i) The Union will proffer a list titled 'Paramedics for Schedule' of twenty-four (24) paramedics, numbered one (1) through twenty-four (24), for every calendar date.
  - ii) No less than twelve (12) hours prior to the commencement of a strike, the Union will provide a list as noted in Item #1 (i) above for all of the first fourteen (14) possible calendar dates of the strike. Immediately following every seventh (7<sup>th</sup>) day of a strike, the Union will provide a list as noted in Item #1 (i) above for the subsequent seven (7) days not yet provided. (This will ensure that the Employer always has no less than seven (7) days and no more than fourteen (14) days of lists for scheduling and planning purposes.)
  - iii) The Employer will schedule the paramedics numbered one (1) through eight (8) to twelve-hour day shifts as noted above and will determine the start time of each paramedic.
  - iv) The Employer will schedule the paramedics numbered nine (9) through sixteen (16) to twelve-hour night shifts as noted above and will determine the start time of each paramedic.
  - v) The Employer will rely upon the paramedics numbered seventeen (17) through twenty-two (22) for any unexpected absences on either the day or night shifts. If needed, the Employer will call upon the paramedics numbered seventeen (17) through twenty-two (22) in the order listed.
  - vi) Should a strike be scheduled to commence in the middle of a night shift (i.e., at midnight), the Employer shall be provided a list of the eight (8) paramedics that are remaining on duty to finish the night shifts.
  - vii) The City agrees there shall be no lockout of employees so assigned.
- 2) The parties agree that the dispatch of land ambulance in the event of a work stoppage will be in accordance with the current operating procedures, practices and definitions of the Ministry of Health priority codes and dispatch from the Central Ambulance Communication Centre.
- i) Paramedics will respond to all Priority 3 and Priority 4 calls in accordance with all normal procedures.
  - ii) Paramedics will respond to Priority 2 calls when a delayed or missed treatment can adversely affect the patient's condition or

- well-being. The return portion of all scheduled Priority 2 calls will be completed. Examples of Priority 2 calls which will be responded to include, but will not be limited to; oncology treatments, cardiac diagnostic procedures, dialysis treatment, hospice care, air ambulance or commercial aircraft departures or arrivals.
- iii) Priority 1 routine deferrable transfer requests will not be responded to by the paramedics for the duration of the legal strike.
  - iv) There will be no additional paramedic staffing beyond that listed in Item #1 above for OHL games or other special events.
  - v) No paramedic student(s) shall be allowed on site during the strike or lockout.
  - vi) Only UNIFOR members shall be scheduled and staffed to the same ambulance as another UNIFOR member.
- 3) For the purposes of this Agreement, "essential ambulance services" means:
- (a) Those services defined as "essential ambulance services" pursuant to section 1(1)(a) of the *Ambulance Services Collective Bargaining Act*;
  - (b) Work that is "incidental" and essential to a service described in (a) above (as per section 1(1)(d) of the *Ambulance Services Collective Bargaining Act*) which includes work that is required to be performed by the *Ambulance Act* and *Regulations* thereunder and/or applicable Ministry of Health and Long Term Care Standards;
  - (c) Work that is performed on or in connection with an ambulance to protect health and safety (as per section 1(1)(e) of the *Ambulance Services Collective Bargaining Act*) which includes the normal and customary cleaning of emergency lights, tail lights and head lights on the ambulance and other exterior cleaning when the ambulance's exterior colour and/or markings are no longer readily visible and that the vehicle is not clearly observable as an ambulance, and deep sanitizing the ambulance in accordance with normal practice so as to ensure the ambulance is in a sanitized state;
  - (d) Restocking of ambulances after calls and ensuring that medications are current and not expired;
  - (e) Regular vehicle checks and fueling of vehicles; and
  - (f) Bargaining unit members shall not be used to relieve Commanders during a strike or lockout.

- 4) The provisions of the Collective Agreement shall continue to apply to employees working pursuant to this EASA during a legal strike except Article 2:02.
- 5) The Union agrees that there shall be no reprisals by the Union or its members against employees who are required to work during a legal strike. The Union further agrees that neither the Union nor its members shall interfere with or attempt to interfere with the work performed by employees during a strike. Employees required to work during a strike will be allowed to pass through picket lines and will not be slowed, stopped or interfered with in any way.
- 6) The Union shall ensure that all ambulances, (ERVs) and fire vehicles are allowed to pass through picket lines without being slowed or stopped.
- 7) It shall be understood and agreed by the parties in the event of an emergency or potential emergency declared by the Fire Chief or CACC, the Fire Chief or designate may direct any or all paramedics to work whether scheduled or not to respond to such emergency. Paramedics shall be required to report for duty and work in response to such emergency and shall be compensated for time worked with respect to such emergency in accordance with the collective agreement.

In the event an emergency is declared by the Fire Chief or designate due to two (2) priority four calls waiting without a crew enroute or one (1) priority four call waiting with the expectation that a crew will not be enroute within twenty (20) minutes, the employer may initiate "upstaffing". Such additional staff will be called based on the list provided by the Union as noted in #1. Those paramedics called in shall remain on duty until the emergency situation ceases to exist. The paramedics shall be compensated for their time worked.

Signed this 10<sup>th</sup> day of September, 2019.

FOR THE UNION

"Laurie Lessard-Brown"  
"Mary Casola"  
"Cathy Humalamaki"

FOR THE CITY

"Peter Niro"  
"Ida Bruno"  
"Paul Guertin"

## NOTES

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-95**

**AGREEMENT:** A by-law to authorize the execution of the Fourth Amending Agreement between the City and The Federal Bridge Corporation Limited to amend the Licence Agreement dated December 11, 2017, as amended by an Amending Agreement dated December 10, 2018, the Second Amending Agreement dated May 6, 2019, and the Third Amending Agreement dated December 2, 2019, to extend the expiry date of this Licence Agreement to permit the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited.

**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 April 27, 2020 between the City and The Federal Bridge Corporation Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is to amend the Licence Agreement dated December 11, 2017, as amended by an Amending Agreement dated December 10, 2018, the Second Amending Agreement dated May 6, 2019, and the Third Amending Agreement dated December 2, 2019, to extend the expiry date of this Licence Agreement to permit the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited.

**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 27<sup>th</sup> day of April, 2020.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

This Fourth Amending Agreement is made effective the 27<sup>th</sup> day of April, 2020 (the "Fourth Amending Agreement").

**BETWEEN:**

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

(hereinafter the "City")

– and –

**THE FEDERAL BRIDGE CORPORATION LIMITED**

(hereinafter the "FBCL")

**WHEREAS** the City is the registered owner in fee simple in possession of lands legally described in *Schedule "A"* to this Agreement (collectively referred to as the "Subject Property") and illustrated on the map attached as *Schedule "B"* to this Agreement;

**AND WHEREAS** the FBCL expressed to the City its desire to acquire the Subject Property to facilitate the construction and ongoing maintenance, occupation and use of a new International Bridge Plaza and accompanying infrastructure (the "Project") and the City is agreeable to same;

**AND WHEREAS** matters related to the conveyance of the Subject Property are in the process of being finalized;

**AND WHEREAS** the City and FBCL entered into a Licence Agreement dated December 11, 2017, with an expiry date of December 31, 2018, regarding the Subject Property;

**AND WHEREAS** the City and FBCL entered into an Amending Agreement dated December 10, 2018, which amended the expiry date of the Licence Agreement to May 31, 2019, regarding the Subject Property;

**AND WHEREAS** the City and FBCL entered into a Second Amending Agreement dated May 6, 2019 which amended the expiry date of the Licence Agreement to December 31, 2019;

**AND WHEREAS** the City and FBCL entered into a Third Amending Agreement dated December 2, 2019 which amended the expiry date of the Licence Agreement to May 29, 2020;

**AND WHEREAS** FBCL has requested that the expiry date in the said Licence Agreement be extended to October 30, 2020;

**AND WHEREAS** the City agrees to amend the said Licence Agreement to extend the expiry date

in the Agreement to October 30, 2020;

**NOW THEREFORE** the parties agree as follows:

1. That paragraph 2 of the Licence Agreement be amended to read as follows:

"The Licence created in Section 1 of this Agreement shall continue until October 30, 2020 or ending at such time as the lands comprising all of the Subject Property are transferred from the City to the FBCL, whichever occurs first."

The remaining paragraphs, Schedules, terms and conditions of the said Licence Agreement remain in full force and effect.

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

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

---

MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – RACHEL TYCZINSKI

**THE FEDERAL BRIDGE CORPORATION LIMITED**

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NAME: Micheline Dubé  
TITLE: President and Chief Executive officer

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NAME: Anthony (Tony) Pickett  
TITLE: Chief Corporate Services Officer

*We have the authority to bind the corporation*

## SCHEDULE "A"

The parties hereto acknowledge and agree that the City is the registered owner of the lands legally described as follows:

GEORGE ST PL TOWN PLOT OF ST. MARY'S CLOSED BY T127029 BTN QUEEN ST AKA SUPERIOR ST TOWN PLOT OF ST. MARY'S & ALBERT ST AKA MURRAY ST TOWN PLOT OF ST. MARY'S; LT 12 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S EXCEPT PT 2 1R1177 MRO; PT LT 11 N/S SUPERIOR ST, 11 S/S MURRAY ST, 12 S/S MURRAY STREET, 13 S/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 1, 3 & 4 1R1177, PT 1 1R10605 SRO; SAULT STE. MARIE, PIN 31578-0170 (LT);

PT LT 15 S/S MURRAY ST, 16 S/S MURRAY ST, 15 N/S SUPERIOR ST, 16 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S AS IN RY22821 (SECONDLY, THIRDLY & FOURTHLY) & AS IN T113494 EXCEPT T149152, T339457 & PT 7 1R2137, CLOSED BY BYLAW AL158973; S/T RY48557, T360047, T361971, T84473, T386646 & T113565, T129342; SAULT STE. MARIE, PIN 31578-0173 (LT);

PT LANE PL 4175 ST. MARY'S E OF HUDSON ST & W OF PT 1 & 2 1R10648; PT LANE PL 4175 ST. MARY'S CLOSED BY T441832, PT 1 1R10648; SAULT STE. MARIE, PIN 31576-0010 (LT);

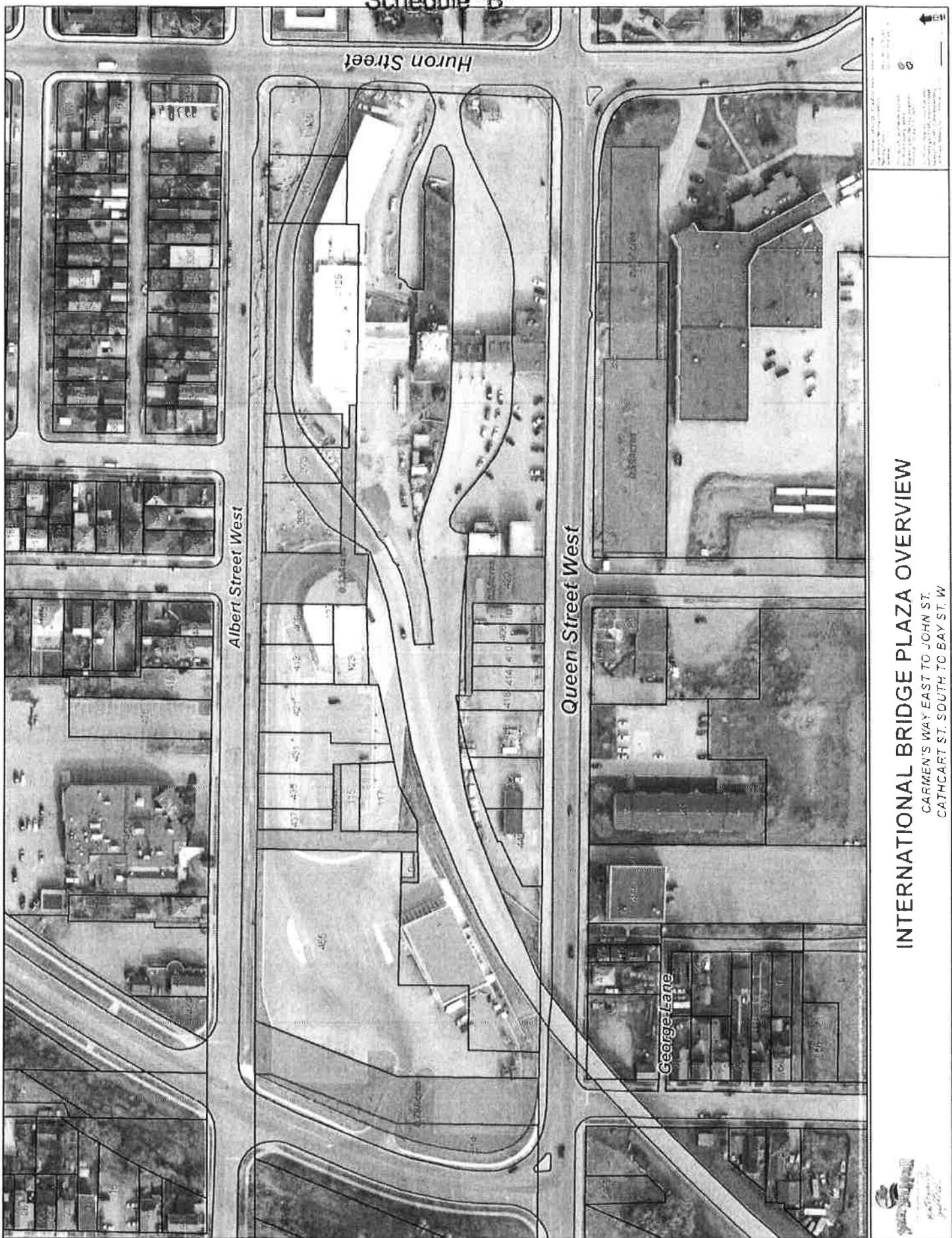
PART HUDSON ST PL TOWN PLOT OF ST. MARY'S N OF PT 4 & 5 1R10149; SAULT STE. MARIE, PART OF PIN 31576-0329 (LT);

PART OF THE FOLLOWING PROPERTIES: LT 19 S/S SUPERIOR ST, 20 S/S SUPERIOR ST, 21 S/S SUPERIOR ST, 22 S/S SUPERIOR ST, 23 S/S SUPERIOR ST, 24 S/S SUPERIOR ST, 23 PORTAGE ST, 24 PORTAGE ST PL TOWN PLOT OF ST. MARY'S; PT LT 19 PORTAGE ST, 20 PORTAGE ST, 21 PORTAGE ST, 22 PORTAGE ST PL TOWN PLOT OF ST. MARY'S; PT PORTAGE ST PL TOWN PLOT OF ST. MARY'S CLOSED BY RY5684, PT 1 TO 8, 1R4514; S/T T433158, T217657, T242063; S/T T241680, T242587, T278276, T456523; SAULT STE. MARIE, PART OF PIN 31576-0024 (LT); AND

PT LT 16 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S PT 7 1R2137; SAULT STE. MARIE, PIN 31578-0196.

The parties further acknowledge and agree that these lands are collectively referred to as the "Subject Property" in this Licence Agreement.

Schedule "B"



INTERNATIONAL BRIDGE PLAZA OVERVIEW

CARMEN'S WAY EAST TO JOHN ST.  
CATHCART ST. SOUTH TO BAY ST. W.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-96**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Sault Area Hospital for evacuation protocol with various partners throughout the Community in an emergency situation.

**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 April 27, 2020 between the City and Sault Area Hospital, a copy of which is attached as Schedule "A" hereto. This Agreement is for evacuation protocol with various partners throughout the Community in an emergency situation.

**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 27<sup>th</sup> day of April, 2020.

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**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

THIS AGREEMENT MADE THIS 27<sup>th</sup> DAY OF April 2020

BETWEEN:

SAULT AREA HOSPITAL ("SAH")

—and—

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

WHEREAS, emergencies are unpredictable by their very nature, in size, scope and duration, so SAH is adopting a multi-site evacuation protocol with various partners throughout the community to ensure the best possible outcome in an emergency situation;

WHEREAS, the evacuation of some or all of the patients, physicians, staff and volunteers of SAH could become necessary with very short notice in a large-scale, emergency situation;

AND WHEREAS, Sault Ste. Marie has facilities with the capacity to assist SAH in the reception of potential evacuees, they are being identified as one of the potential options in an emergency situation;

AND WHEREAS, section 13 (3) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c.E.9 (the "Act") makes provision for the council of a municipality to enter into an agreement with any person for the provision of any personnel, services, equipment, or materials during an emergency;

AND WHEREAS, Sault Ste. Marie has been asked to be one of the community partners to potentially receive evacuees, including the provision of emergency lodging, in a large-scale evacuation to the extent it is able to do so;

NOW THEREFORE, the parties hereby agree to the following:

A. OPERATION OF THIS AGREEMENT

1. This agreement shall have no force or effect unless and until a large-scale evacuation of SAH becomes necessary due to any threat or emergency.

B. DEFINITION OF AN EMERGENCY

2. An emergency situation of such disruption that SAH can no longer care for patients within its facility. Examples include catastrophic fire, building collapse, chemical contamination or severe loss of essential services

C. PROVISION OF EMERGENCY ASSISTANCE

3. (a) Subject to Section 1, if and when an evacuation of the patients, physicians and staff of SAH becomes necessary, Sault Ste. Marie hereby agrees to render assistance as follows:
  - i) to make available the use of its respective facilities/community/sports centres ('Facilities') and/or equipment ("Equipment") to house evacuees;
  - ii) to provide its respective municipal personnel as are necessary to maintain and operate the Facilities and/or Equipment, so provided pursuant to Section 2 herein; and
  - iii) such other assistance as the parties may agree upon.

3. (b) Any assistance and the duration thereof rendered by Sault Ste. Marie pursuant to Section (a) herein shall be:

- i) determined exclusively by Sault Ste. Marie as the host in its sole and unfettered discretion; and
- ii) provided by Sault Ste. Marie subject to availability as determined solely by Sault Ste. Marie, as the host.

D. USE OF FACILITIES AND EQUIPMENT

4. Sault Ste. Marie will give due consideration to the requirements of any Facilities and Equipment provided pursuant to Section 3(a) herein as is required to ensure safe accommodation.
5. Notwithstanding the above paragraphs, final authority for the use and control of the Facilities and Equipment shall rest with Sault Ste. Marie.

E. STAFFING

6. While any Facility is in use under the terms of the agreement:

- (a) Sault Ste. Marie shall have one or more members of its staff on the Facility premises at all times to assist with the operation and maintenance of the facility; and
- (b) The SAH shall have one or more members of its staff on the Facility premises at all times to assist with the operation and maintenance of the activities for the evacuees and volunteers.

#### F. DILIGENCE AND CARE

- 7. SAH, in using the host municipality's Facilities, shall exercise due diligence and care and shall not interfere with any of the Facility's activities unless deemed necessary as part of the response to the emergency.
- 8. Prior to the use of any Facility, a duly authorized representative of Sault Ste. Marie and a duly authorized representative of SAH shall jointly inspect each Facility and Equipment to be used. A memorandum will then be signed by both parties outlining any pre-use damage or deficiencies.
- 9. Upon termination of use by either party, both parties shall again inspect each Facility and Equipment used and make note of any damage, deficiencies or other such factors resulting from the use of said Facility and Equipment.

#### G. INDEMNITY

- 10. In the event that Sault Ste. Marie acts as host site pursuant to this agreement, SAH agrees to save harmless and fully indemnify Sault Ste. Marie, its officers, agents, contractors and employees from and against all losses, damages, liabilities, costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements with choice of counsel being reserved to Sault Ste. Marie in its sole discretion), caused to or incurred by Sault Ste. Marie and from all claims, demands, awards, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any matter based upon, arising directly or indirectly out of Sault Ste. Marie acting as host municipality pursuant to this agreement, the intent being that Sault Ste. Marie shall be at no risk or expense in acting as host site.
- 11. Sault Ste. Marie agrees to indemnify and hold harmless SAH, its directors, officers, employees, agents, independent contractors and volunteers against all (negligent) actions, causes of action, suits, claims, demands, judgments, costs, damage and damages of any kind whatsoever, including reasonable legal fees which SAH may suffer, arising solely from the negligence of Sault Ste. Marie or the breach of the Sault Ste. Marie's obligations under this Agreement or as the result of any act or omission of the Sault Ste. Marie or those persons authorized to act on behalf of the Sault Ste. Marie.
- 12. SAH and Sault Ste. Marie will consult with one another prior to either party incurring such costs as those outlined in 10 and 11.

#### H. INSURANCE

- 13. SAH shall at no expense to the Sault Ste. Marie, maintain professional and general liability insurance, against claims for bodily injury, death or property damage or loss arising out of the services being provided hereunder, indemnifying and protecting Sault Ste. Marie but only with respect to liability arising from this Agreement, to an amount of not less than twenty million dollars (\$20,000,000.00) in respect of any one accident or occurrence. Any and all such certificates of such coverage shall include coverage providing for cross liability and severability of interest.
- 14. Sault Ste. Marie shall at no expense to SAH, maintain professional and general liability insurance, against claims for bodily injury, death or property damage or loss arising out of the services being provided hereunder, indemnifying and protecting Sault Ste. Marie but only with respect to liability arising from this Agreement, to an amount of not less than twenty million dollars (\$20,000,000.00) in respect of any one accident or occurrence.
- 15. SAH shall at its own expense, provide to Sault Ste. Marie a certificate of insurance not less than fifteen (15) days prior to the expiration of any then current policy. The certificate of coverage provided to Sault Ste. Marie shall include a written confirmation that Sault Ste. Marie has been added as an Additional Insured with respect to SAH's general liability insurance coverage.

#### I. COSTS

- 16. The parties hereby acknowledge and agree that both SAH and Sault Ste. Marie will incur costs as a result of the use of any Facility and any evacuees being received.
- 17. SAH shall pay all such costs and/or expenses incurred by Sault Ste. Marie under this agreement forthwith upon receipt of an invoice and supporting documentation.

18. In the event that Sault Ste. Marie is asked to receive evacuees and/or provide emergency services to SAH, the parties acknowledge and agree that either party may receive funding under the Act or other provincial and/or federal emergency disaster programs.
19. Upon the receipt of any provincial and/or federal emergency/disaster relief program funding related to the reception of evacuees, the SAH agrees to remit any funds owed to the host.
20. Nothing in this agreement shall preclude either SAH or Sault Ste. Marie from taking action to recover costs and expenses from such person(s) or entities as may be found responsible for causing the emergency, or from seeking federal and/or provincial funding to cover any or all costs.

#### J. TERM

21. This agreement shall be in effect commencing on the date on which it is executed by both parties and shall remain in effect until terminated according to the provisions of Article L. The parties agree to review this agreement every three (3) years, or upon request by either party.

#### K. DISPUTE RESOLUTION

22. If a dispute arises between the Parties relating to any matter contemplated by this Agreement, then both Parties shall make every effort to resolve the dispute. If unable to resolve the dispute, then the dispute shall be referred to the CEO of SAH and the Sault Ste. Marie CAO who shall make every effort to resolve the dispute (and will jointly explore and agree on additional steps if not able to resolve).

#### L. TERMINATION

23. This agreement may be terminated by any of the parties hereto, by 60 days-notice given in writing to the other parties by delivering the same in-person or by ordinary mail. Any notice shall be deemed to have been given on the third business day following the date on which it was mailed.

#### M. SUCCESSORS AND ASSIGNS

24. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHERE OF THE PARTIES HERETO AFFIXED THEIR SEALS ATTESTED BY THE POPER OFFICERS THAT

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| ) | <b>THE CORPORATION OF THE CITY OF SAULT STE. MARIE</b>       |
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| ) | <b>MAYOR – CHRISTIAN PROVENZANO</b>                          |
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| ) | <b>CITY CLERK – RACHEL TYCZINSKI</b>                         |
| ) |  |
| ) |  |
| ) | <b>SAULT AREA HOSPITAL</b>                                   |
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| ) | <b>PRESIDENT AND CHIEF EXECUTIVE OFFICER – WENDY HANSSON</b> |

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-97**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Avery Construction Limited for the reconstruction of Sixth Avenue from Wallace Terrace to Devon Road (Contract 2020-1E).

**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 April 27, 2020 between the City and Avery Construction Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is for the reconstruction of Sixth Avenue from Wallace Terrace to Devon Road (Contract 2020-1E).

**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 27<sup>th</sup> day of April, 2020.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYZCINSKI**

## Schedule "A"

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

### CONTRACT 2020-1E

### FORM OF AGREEMENT

This Agreement made (in triplicate) this 27th day of April in the year 2020 by and between  
Avery Construction Limited hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

### RECONSTRUCTION OF SIXTH AVENUE CONTRACT 2020-1E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P.Eng, Director of Engineering acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason

or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

**THE CORPORATION:** The Corporation of the City of Sault Ste. Marie  
P.O. Box 580  
Civic Centre  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

**THE CONTRACTOR:** Avery Construction Limited  
940 Second Line West  
Sault Ste. Marie, ON P6C 2L3

**THE OWNER:** Mr. Don Elliott, P.Eng  
Director of Engineering  
P.O. Box 580  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1  
Facsimile 705-541-7165

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

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

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MAYOR - CHRISTIAN PROVENZANO

(seal)

---

CITY CLERK – RACHEL TYCZINSKI

**THE CONTRACTOR**

---

COMPANY NAME

(seal)

---

SIGNATURE

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

**BY-LAW 2020-98**

**TEMPORARY STREET CLOSING:** (S4.1) A by-law to permit the temporary closing of Sixth Avenue between Wallace Terrace and Devon Road from May 1, 2020 until October 31, 2020 for the reconstruction of Sixth Avenue.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

**1. TEMPORARY STREET CLOSING OF SIXTH AVENUE BETWEEN WALLACE TERRACE AND DEVON ROAD**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Sixth Avenue between Wallace Terrace and Devon Road from May 1, 2020 until October 31, 2020 for the reconstruction of Sixth Avenue.

**2. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 27th day of April, 2020.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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

**BY-LAW 2020-100**

**FINANCE:** (F1) A by-law to appoint the firm of KPMG LLP as municipal auditor to provide External Audit Services as required by the City of Sault Ste. Marie.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 296 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. MUNICIPAL AUDITORS APPOINTED**

The firm of KPMG LLP is hereby appointed as municipal auditor to provide External Audit Services for the one year period for the 2020 year end audit.

**2. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 27<sup>th</sup> day of April, 2020.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**