



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

Monday, March 21, 2022

4:30 pm

Council Chambers and Video Conference

Meetings may be viewed live on the City's YouTube channel  
<https://www.youtube.com/user/SaultSteMarieOntario>

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	Pages
<b>1. Adoption of Minutes</b>	<b>20 - 34</b>
Mover Councillor M. Shoemaker	
Seconder Councillor P. Christian	
Resolved that the Minutes of the Regular Council Meeting of February 22, 2022 be approved.	
<b>2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>	
<b>3. Declaration of Pecuniary Interest</b>	
<b>4. Approve Agenda as Presented</b>	
Mover Councillor D. Hilsinger	
Seconder Councillor S. Hollingsworth	
Resolved that the Agenda and Addendum #1 for March 21, 2022 City Council Meeting as presented be approved.	
<b>5. Proclamations/Delegations</b>	
<b>5.1. World Water Day</b>	<b>35 - 35</b>
<b>5.2. Purple Day</b>	<b>36 - 36</b>
<b>6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>	

Mover Councillor M. Shoemaker  
Seconder Councillor P. Christian  
Resolved that all the items listed under date March 21, 2022 – Agenda item 6 – Consent Agenda be approved as recommended.

**6.1. 2021 Investment Report** 37 - 57

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

Mover Councillor M. Shoemaker  
Seconder Councillor P. Christian  
Resolved that the report of the Chief Financial Officer and Treasurer dated March 21, 2022 concerning 2021 Investment Report be received as information.

**6.2. 2021 Council Remuneration and Expenses** 58 - 62

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

Mover Councillor M. Shoemaker  
Seconder Councillor P. Christian  
Resolved that the report of the Chief Financial Officer and Treasurer dated March 21, 2022 concerning 2021 Council Remuneration and Expenses and employee travel expenses be received as information.

**6.3. Banking Services Agreement Extension** 63 - 64

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

The relevant By-law 2022-45 is listed under Agenda item 11 and will be read with all by-laws under that item.

**6.4. Property Tax Appeals** 65 - 67

A report of the Manager of Taxation is attached for the consideration of Council.

Mover Councillor D. Hilsinger  
Seconder Councillor S. Hollingsworth  
Resolved that the report of the Manager of Taxation dated March 21, 2022 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act, 2001*.

**6.5. Tender for Roof Replacement – 619 Bay Street Seniors Centre** 68 - 71

A report of the Manager of Purchasing is attached for the consideration of Council.

The relevant By-law 2022-52 is listed under Agenda item 11 and will be read with all by-laws under that item.

6.6.	<b>Tender for Bulk Coarse Highway Salt</b>	72 - 74
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker Seconder Councillor P. Christian	
	Resolved that the report of the Manager of Purchasing dated March 21, 2022 be received and that the tender submitted by K+S Windsor Salt Ltd. for the supply and delivery of bulk coarse highway salt at their tendered price of \$109.76 plus HST per tonne for the first season, with adjusted pricing for the following four seasons, be approved.	
6.7.	<b>Tenders for Equipment Purchase – Public Works</b>	75 - 80
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker Seconder Councillor S. Hollingsworth	
	Resolved that the report of the Manager of Purchasing dated March 21, 2022 be received and that tenders for the supply and delivery of various pieces of equipment be awarded as follows:	
	<ul style="list-style-type: none"><li>• Two tandem street sanders, T.M.S Truck Centre – \$518,822</li><li>• One 2-ton asphalt hot box, Johnson Bros. – \$36,400</li><li>• Two 1-ton 4-door dump truck, Commercial Truck Equipment – \$228,998</li><li>• One triple deck riding mower, Turfcare Products – \$83,210</li></ul>	
	for a total amount of \$867,430 plus HST.	
6.8.	<b>Factory Rebuild of Trackless Municipal Tractor – Request for Quotation</b>	81 - 82
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker Seconder Councillor P. Christian	
	Resolved that the report of the Manager of Purchasing dated March 21, 2022 be received and that the quotation submitted by Work Equipment Ltd. in the amount of \$150,250 plus HST for the factory rebuild of a City-owned trackless municipal tractor plus attachments for the use by Public Works be approved on a sole source basis.	
		83 - 84

<b>6.9.</b>	<b>Council Remuneration By-law Amendments</b>	
	A report of the City Clerk is attached for the consideration of Council.	
	The relevant By-law 2022-49 is listed under Agenda item 11 and will be read with all by-laws under that item.	
<b>6.10.</b>	<b>Procedure By-law Amendments 2022</b>	85 - 127
	A report of the City Clerk is attached for the consideration of Council.	
	The relevant By-law 2022-100 is listed under Agenda item 11 and will be read with all by-laws under that item.	
<b>6.11.</b>	<b>Voter Engagement Communication Plan</b>	128 - 133
	A report of the Deputy City Clerk and Corporate Communications Officer is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker	
	Seconder Councillor P. Christian	
	Resolved that the report of the Deputy City Clerk and Corporate Communications Officer dated March 21, 2022 concerning Voter Engagement Communication Plan be received as information.	
<b>6.12.</b>	<b>Sault Ste. Marie Horse and Pony Club Inc.</b>	134 - 136
	A report of the Director of Community Services is attached for the consideration of Council.	
	The relevant By-law 2022-50 is listed under Agenda item 11 and will be read with all by-laws under that item.	
<b>6.13.</b>	<b>Economic Development Fund Application – Darius Films</b>	137 - 142
	A report of the Director of Tourism and Community Development is attached for the consideration of Council.	
	Mover Councillor D. Hilsinger	
	Seconder Councillor S. Hollingsworth	
	Resolved that the report of the Director of Tourism and Community Development dated March 21, 2022 concerning Darius Films Economic Development Fund application be received and that the recommendation of the Economic Development Corporation Board of Directors to allocate \$10,000 from the Development Stream of the Economic Development Fund be approved.	
<b>6.14.</b>	<b>Tourism Development Fund Application – Soo Finnish Ski Club</b>	143 - 145
	A report of the Director of Tourism and Community Development is attached for the consideration of Council.	

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that the report of the Director of Tourism and Community Development dated March 21, 2022 concerning Soo Finnish Nordic Ski Club Tourism Development Fund application be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$7,500 from the Tourism Development Fund be approved.

6.15.

**Designated Heritage Property Grant – Wawanosh Monument**

146 - 148

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Recreation and Culture dated March 21, 2022 concerning Designated Heritage Property Grant to the Royal Canadian Legion Branch 25 – Wawanosh Monument in the amount of \$2,200 to support repairs to the Wawanosh Monument located at 96 Great Northern Road be approved; and further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee.

6.16.

**Designated Heritage Property Grant – Cenotaph**

149 - 151

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated March 21, 2022 concerning Designated Heritage Property Grant to the Royal Canadian Legion Branch 25 – Cenotaph in the amount of \$3,000 to support the restoration and cleaning of the cenotaph located at 426 Queen Street East be approved; and further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee.

6.17.

**Heritage Register – Properties Recommended for Listing**

152 - 216

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated March 21, 2022 concerning Heritage Register – Properties Recommended for Listing be received and that the addition of twenty-eight properties be included as listed properties on the Sault Ste. Marie Heritage Register:

1. 286 John Street
2. 52 Trelawne Avenue (16 Rosedale)
3. 279 Cathcart Street
4. 136 Pilgrim Street
5. 59 Fauquier Street (Hamilton House)
6. 69 Borron Avenue
7. 184 Pim Street (Marshall Apartments)
8. 19 Summit Avenue
9. 182 Church Street
10. 3 Summit Avenue/90 Ontario Avenue
11. 188 Church Street
12. 11 Summit Avenue
13. 372 Bruce Street
14. 1019 Queen Street
15. 1062 Queen Street
16. 508, 510, 512 Queen Street East, Elizabeth Wilcox Building
17. 175 Queen Street East, (King's Apartments)
18. 478-480 Queen Street East
19. 484-488 Queen Street East, Taylor Block
20. 618-620 Queen Street East
21. 667-669 Queen Street East
22. 754 Queen Street East
23. 801, 803, 805 Queen Street East, McCormick Block
24. 95 Huron Street, Pulp Tower
25. 107 Huron Street, Yard Locker and Board Mill
26. 130 John Street (Church)
27. 136 John Street (Hall)
28. 221-223 Brown Street

be approved.

**6.18. Municipal Law and By-Law Enforcement Officers 217 - 218**

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

The relevant By-laws 2022-55 and 2022-56 are listed under Agenda item 11 and will be read with all by-laws under that item.

6.19.	<b>Case Road Culvert Rehabilitation</b>	219 - 220
	A report of the Municipal Services Engineer is attached for the consideration of Council.	
	The relevant By-law 2022-53 is listed under Agenda item 11 and will be read with all by-laws under that item.	
6.20.	<b>Advisory Services Engineering Agreement</b>	221 - 222
	A report of the Land Development and Environmental Engineer is attached for the consideration of Council.	
	The relevant By-law 2022-51 is listed under Agenda item 11 and will be read with all by-laws under that item.	
6.21.	<b>Court Security and Prisoner Transportation Program Agreement</b>	223 - 224
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2022-36 is listed under Agenda item 11 and will be read with all by-laws under that item.	
6.22.	<b>15 Creery Ave (Part) Declared Surplus</b>	225 - 227
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2022-46 is listed under Agenda item 11 and will be read with all by-laws under that item.	
6.23.	<b>Sale of 328 Queen Street East</b>	228 - 231
	A report of the Deputy CAO, Community Development and Enterprise Services and the Assistant City Solicitor/Senior is attached for the consideration of Council.	
	The relevant By-law 2022-57 is listed under Agenda item 11 and will be read with all by-laws under that item.	
6.24.	<b>Agreement between City and Bell Mobility Inc. – Bellevue Marina Tower</b>	232 - 234
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2022-54 is listed under Agenda item 11 and will be read with all by-laws under that item.	
6.25.	<b>Municipal Law Enforcement Officer Appointments (Parking, Smoking)</b>	235 - 236
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	

The relevant By-law 2022-58 is listed under Agenda item 11 and will be read with all by-laws under that item.

<b>6.26.</b>	<b>Active Transportation Fund</b>	237 - 243
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A report of the Senior Planner is attached for the consideration of Council.

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth

Resolved that the report of the Senior Planner dated March 21, 2022 concerning Active Transportation Fund be received and that staff be authorized to submit an application to the Federal Government's Active Transportation Fund for the projects:

- James Street Neighbourhood Connector – \$132,000
- West End Connector – \$668,000
- Carmen's Way John Rowswell Hub Trail Gap – \$350,000
- Mark Street John Rowswell Hub Trail Gap – \$253,00

for a total of \$1,403,000 and that the City's required 40% share (\$560,000) be sourced from funds received through the Ontario Community Infrastructure Fund.

<b>6.27.</b>	<b>Ontario Ministry of Agriculture, Food and Rural Affairs Rural Economic Development – Downtown Plaza Funding Agreement</b>	244 - 245
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A report of the Senior Planner is attached for the consideration of Council.

The relevant By-law 2022-44 is listed under Agenda item 11 and will be read with all by-laws under that item.

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

<b>7.1.</b>	<b>Administration</b>
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<b>7.1.1.</b>	<b>COVID Update</b>
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246 - 247

A report of the CAO is attached for the information of Council.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that the report of the CAO dated March 21, 2022 concerning COVID Update March 21, 2022 be received as information.

<b>7.2.</b>	<b>Corporate Services</b>
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<b>7.3.</b>	<b>Community Development and Enterprise Services</b>
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<b>7.3.1.</b>	<b>Public Art Policy</b>	248 - 266
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	Mover Councillor D. Hilsinger	
	Seconder Councillor P. Christian	
	Resolved that the report of the Manager of Recreation and Culture dated March 21, 2022 concerning adoption of the Public Art Policy be approved.	
<b>7.3.2.</b>	<b>Cultural Policy Revisions 2022</b>	267 - 293
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2022-47 is listed under Agenda item 11 and will be read with all by-laws under that item.	
<b>7.3.3.</b>	<b>Cultural Policy/Public Art Policy Revisions – Financial Implications</b>	294 - 297
	A report of the Chief Financial Officer and Treasurer is attached for the information of Council.	
	Mover Councillor M. Shoemaker	
	Seconder Councillor S. Hollingsworth	
	Resolved that the report of the Chief Financial Officer and Treasurer dated March 21, 2022 concerning financial implications of the recommended Cultural Policy changes be received as information.	
<b>7.4.</b>	<b>Public Works and Engineering Services</b>	
<b>7.5.</b>	<b>Fire Services</b>	
<b>7.6.</b>	<b>Legal</b>	
<b>7.7.</b>	<b>Planning</b>	
<b>7.8.</b>	<b>Boards and Committees</b>	
<b>7.8.1.</b>	<b>Tourism Board</b>	
	One vacancy.	
	Mover Councillor M. Shoemaker	
	Seconder Councillor S. Hollingsworth	
	Resolved that Brad Robinson be appointed to the Tourism Board from March 21, 2022 to December 31, 2022.	
<b>7.8.2.</b>	<b>District of Sault Ste. Marie Social Services Administration Board</b>	298 - 298

Letter of resignation of Councillor Scott attached.

Appointment of one member of Council required.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that \_\_\_\_\_ be appointed to the District of Sault Ste. Marie Social Services Administration Board from March 21, 2022 to December 31, 2022.

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

**8.1. Highway 17 North Improvements**

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Whereas during the winter of 2021-2022, Highway 17 north of Sault Ste. Marie has been closed on at least 11 occasions due to inclement weather or collisions; and

Whereas the close of any highway, especially a two lane highway in remote areas of Ontario presents life-safety risk to any persons that need essential services that are offered in urban centres; and

Whereas for many years Sault Ste. Marie and surrounding communities have sought highway improvements, especially ongoing calls to 4-lane Highway 17; and

Whereas improvements to Highway 17 north are urgently needed to ensure uninterrupted access by residents and seasonal users of hospital and other essential services only offered in Sault Ste. Marie; and

Whereas the Provincial Government has recently announced a plan to invest \$82 billion in transportation improvements over the next year, not all of which should be spent in the GTA as is often the case with provincial transportation dollars; and

Whereas a provincial election is near where all parties will be looking to champion local issues;

Now Therefore Be It Resolved that the City of Sault Ste. Marie call on all provincial political parties to prioritize improvements to Highway 17 north of Sault Ste. Marie in their policy platforms and that the Mayor be requested to draft correspondence to the local candidates in the upcoming provincial election setting out this Council's position.

**8.2. Anti-War**

Mover Councillor L. Vezeau-Allen

Seconder Councillor D. Hilsinger

Whereas on the 24th of February 2022 Russia began a military invasion of Ukraine; and

Whereas Ukraine gained independence from Russia in 1991, and is considered a neutral state; and

Whereas under Article 5 of the North Atlantic Treaty, an attack on a NATO country is considered an attack on all NATO countries, and they all must help to restore security; and

Whereas Ukraine is not considered a NATO country; and as all citizens of Canada enjoy the rights and freedoms as a NATO member country;

Now Therefore Be It Resolved that as Council of the City of Sault Ste. Marie recognizes that all people of Sault Ste. Marie are a peace-loving people who stand together in opposition to war in all forms and in all corners of the globe; and further recognizes that all people of Sault Ste. Marie stand together in demanding an immediate and peaceful resolution to the war in Ukraine; and that Council urges the Government of Canada to de-escalate war in Ukraine by demanding peace and diplomacy on the international stage; and that all municipalities across our country put pressure on the Government of Canada towards this end by passing similar resolutions.

#### **8.3.**

#### **Housing Affordability**

Mover Councillor L. Dufour

Seconder Councillor D. Hilsinger

Whereas the background data for the new Official Plan of Sault Ste. Marie states that even under Provincial affordability thresholds, 30-40% of people in Sault Ste. Marie cannot afford average rent or cost of home ownership; and

Whereas building housing that is affordable to this cohort of citizens, according to modern building code, is not possible for the private sector to build without significant grants or subsidies; and

Whereas the Provincial Land Transfer Tax is a tax levied on the total purchase price of a property in Ontario, whose real estate markets have increased 30-40% over the past two years, with presumable Land Transfer Tax revenues growing commensurately

Now Therefore Be It Resolved that Mayor Provenzano write a letter to Minister of Municipal Affairs and Housing Steve Clark outlining Council's support for a Provincial co-investment fund that will partner with District of Sault Ste. Marie Social Services Administration Board's housing providers and developers to provide direct grants to build housing that is affordable for low income citizens;

Further that such fund, in recognition of the growth challenges in the North, have a Northern portion of the fund that is greater than the sum of land transfer tax generated here.

#### **8.4.**

#### **Housing Supply**

Mover Councillor L. Dufour

Seconder Councillor P. Christian

Whereas the City of Sault Ste. Marie, like many other Northern municipalities, struggles to maintain assessment growth rates commensurate with the cost of providing municipal services; and

Whereas the draft Official Plan for Sault Ste. Marie 2022 highlights the need for an increase in housing supply; and

Whereas in-fill, purpose-built rental and densification developments provide an increase in housing supply without requiring extensions/increases in municipal services; and

Whereas the Provincial government has recently published the report of the Housing Affordability Task Force, which recommends, among other things, 'as-of-right' zoning by-laws that would, subject to maximum lot coverage, height and parking minimums, allow up to 4 units to occupy property that currently has single family residential zoning

Now Therefore Be it Resolved that staff be requested to report on the potential benefits and costs of Sault Ste. Marie adopting 'as of right' zoning in its new Official Plan.

## 8.5.

### **Undeveloped Property in "Gateway" Site**

Mover Councillor L. Dufour

Seconder Councillor L. Vezeau-Allen

Whereas the City of Sault Ste. Marie owns a large piece of undeveloped property in the canal district commonly referred to as the 'Gateway Site'; and

Whereas the Sault Ste. Marie Housing Corporation owns and operates a number of residential properties, including high density residential properties, within the City of Sault Ste. Marie; and

Whereas the City of Sault Ste. Marie wants to encourage additional residential development within the community, and specifically high density residential development in the downtown core; and

Whereas the Gateway Site could be an appropriate site to consider a large scale high density residential development;

Now Therefore Be It Resolved that the CAO and Deputy CAO Community Development and Enterprises Services be directed to work with the Sault Ste. Marie Housing Corporation to consider and assess a high density residential development for the Gateway Site and report back to Council on its determinations.

## 8.6.

### **Indigenous-specific Housing**

Mover Councillor L. Dufour

Seconder Councillor D. Hilsinger

Whereas the Sault Ste. Marie Social Services Administration Board (DSSMSSAB) has made substantial investments in our homelessness prevention, shelter system and transition housing over the last two years; and

Whereas the reactive costs of chronic homelessness, poor mental health and the opioid epidemic continue to be borne by our neighbourhoods, community members, and property tax base, and

Whereas Indigenous people represent a disproportionately high percentage of people experiencing homelessness as evidenced by the most recent Point-In-Time Count coordinated by the DSSMSSAB and community partners, 65% of the homeless population in Sault Ste. Marie identify as Indigenous; and

Whereas the Indian Friendship Centre in Sault Ste. Marie and Ontario Aboriginal Housing Services have developed a proposal for an Indigenous Supportive Housing Initiative; and

Whereas the DSSMSSAB has been meeting with the Indian Friendship Centre and Ontario Aboriginal Housing Services on its proposal and on the potential of the parties working jointly on a supportive housing initiative that serves and supports our Indigenous homeless population; and

Whereas the City of Sault Ste. Marie supports, in principle, "For Indigenous/By Indigenous" as the best model for Indigenous-specific supportive housing within the City of Sault Ste. Marie whereby the Indigenous community has the appropriate knowledge and access to cultural supports to help successfully navigate Indigenous people on their journey to long term tenancies;

Now Therefore Be It Resolved that Sault Ste. Marie City Council express support in principle of the initiatives and efforts of the Indian Friendship Centre in Sault Ste. Marie, Ontario Aboriginal Housing Services and the DSSMSSAB working in partnership to develop supportive Indigenous-specific housing in our community;

Further be it resolved that Sault Ste. Marie City Council also expresses support in principle for the use of municipal dollars through the DSSMSSAB to proactively invest in establishing housing with the necessary supports for the chronically homeless members of the Sault Ste. Marie homeless community in conjunction with the supportive efforts of Ontario Aboriginal Housing Services and the Indian Friendship Centre in Sault Ste. Marie;

And that Mayor Provenzano be directed to call upon our Provincial and Federal governments to provide annualized funding for the establishment and operation of supportive housing for all members of our community.

## 8.7.

### Snow Windrow Clearing

Mover Councillor C. Gardi

Seconder Councillor D. Hilsinger

Whereas Sault Ste. Marie's winter climate consists not only of significant snow accumulation yet also thawing events; and

Whereas there are different points throughout the winter, due to heavy snowfall events, or significant thawing, that snow/ice windrows at the end of residential driveways can be much more substantial and more burdensome than usual, after roads are cleared by Public Works plows; and

Whereas the community of Sault Ste. Marie has an older than average population than found in communities across Ontario, and many of our senior population reside in houses across the community; and

Whereas there are also many residents with different physical disabilities or health conditions who are unable to clear larger than normal snow windrows; and

Whereas there are limited other options for both the elderly and those with physical disabilities to reside due to a lack of appropriate housing for both groups, and a shortage of housing generally;

Now Therefore Be It Resolved that City staff be requested to explore potential options and report back with associated costs of developing a program that those 65 years of age and older, and with people with physical disabilities and/or medical conditions, could opt in to, at a nominal cost, assist with the clearing of heavier/larger than usual snow windrows;

Further be it resolved that this report ascribe an amount of snowfall that would have to fall, over a specific 12 to 24-hour period, and what type of thawing/snow clearing and or other factor(s) would initiate the clearing of windrows. Also, that it include a time frame within which these residents could reasonably expect the clearing of their windrow to occur.

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

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

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda under date March 21, 2022 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 2022-36 (Agreement) Court Security and Transportation**

299 - 324

A report from the City Solicitor is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2022-36 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Solicitor General for funding for court security and prisoner transportation be passed in open Council this 21st day of March, 2022.

**11.1.2. By-law 2022-44 (Agreement) Rural Economic Development Funding** 325 - 348

A report from the Senior Planner is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2022-44 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Rural Economic Development (RED) program fund be passed in open Council this 21st day of March, 2022.

**11.1.3. By-law 2022-45 (Agreement) Royal Bank of Canada Banking Services Extension** 349 - 351

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2022-45 being a by-law to authorize the execution of the Agreement between the City and Royal Bank of Canada for a one-year extension to the current banking services agreement be passed in open Council this 21st day of March, 2022.

**11.1.4. By-law 2022-46 (Property) Surplus Pt 15 Creery** 352 - 353

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2022-46 being a by-law to declare the City owned property legally described as PT PIN 31523-0147(LT) PT PCL 9182 SEC AWS; BLK A PL M381 ST. MARY'S; S/T LT109849; SAULT STE. MARIE being part civic 15 Creery Avenue, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 21st day of March, 2022.

**11.1.5. By-law 2022-47 (Cultural Advisory Committee)** 354 - 357

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian  
Resolved that By-law 2022-47 being a by-law to amend By-law 2013-117 (being a by-law to re-establish a Cultural Advisory Board) and to repeal By-law 2015-117 be passed in open Council this 21st day of March, 2022.

- 11.1.6. **By-law 2022-48 (Engineering) Central Street Aqueduct Repairs** 358 - 383

Council Report was passed by Council resolution on February 22, 2022.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2022-48 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. to remove and reconstruct selected segments of the small aqueducts on Central Street at McAllen and Metzger Street including restoration of the surface features be passed in open Council this 21st day of March, 2022.

- 11.1.7. **By-law 2022-49 (Remuneration) Council and Local Boards** 384 - 387

A report from the City Clerk is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2022-49 being a by-law to provide for the remuneration of members of Council and Local Boards be passed in open Council this 21st day of March, 2022.

- 11.1.8. **By-law 2022-50 (Agreement) Horse and Pony Club Inc.** 388 - 392

A report from the Director of Community Services is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2022-50 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Horse and Pony Club Inc. to extend the Licence to Occupy with the Sault Ste. Marie Horse and Pony Club Inc. for another ten (10) years be passed in open Council this 21st day of March, 2022.

- 11.1.9. **By-law 2022-51 (Engineering) AECOM Canada Ltd. Wastewater Advisory Services** 393 - 413

A report from the Land Development and Environmental Engineer is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2022-51 being a by-law authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the renewal of the

Advisory Services Engineering Agreement for a five-year term be passed in open Council this 21st day of March, 2022.

- 11.1.10. **2022-52 (Agreement) Maverick and Son Exteriors and Consulting Services Inc. (Roofing at 619 Bay Street)** 414 - 447
- A report from the Manager of Purchasing is on the Agenda.
- Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2022-52 being a by-law to authorize the execution of the Agreement between the City and Maverick and Son Exteriors and Consulting Services Inc. for the Roofing Replacement Project at 619 Bay Street, Sault Ste. Marie, Ontario be passed in open Council this 21st day of March, 2022.
- 11.1.11. **By-law 2022-53 (Engineering) Case Road Culvert Rehabilitation Contract 2022-7E** 448 - 450
- A report from the Municipal Services Engineer is on the Agenda.
- Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2022-53 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group for the rehabilitation of the Case Road Culvert (Contract 2022-7E) be passed in open Council this 21st day of March, 2022.
- 11.1.12. **By-law 2022-54 (Agreement) Bell Mobility Bellevue Tower Lease** 451 - 461
- A report from the Solicitor/Prosecutor is on the Agenda.
- Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2022-54 being a by-law to authorize the execution of the Agreement between the City and Bell Mobility Inc. to erect a tower, equipment shelter, all necessary cabling and equipment attachments, and access road, on a piece of property located in proximity to the Bellevue Marina be passed in open Council this 21st day of March, 2022.
- 11.1.13. **By-law 2022-55 (Parking) By-Law Enforcement Officers** 462 - 463
- A report from the Manager of Transit and Parking is on the Agenda.
- Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2022-55 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 21st day of March, 2022.

- 11.1.14. **By-law 2022-56 (Parking) Municipal Law Enforcement Officers** 464 - 467  
A report from the Manager of Transit and Parking is on the Agenda.  
  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2022-56 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 21st day of March, 2022.
- 11.1.15. **By-law 2022-57 (Property Sale) 328 Queen Street East** 468 - 469  
A report from the Assistant City Solicitor/Senior Litigation Counsel and Deputy CAO, Community Development and Enterprise Services is on the Agenda.  
  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2022-57 being a by-law to authorize the sale of surplus property being civic 328 Queen Street East, legally described in PIN 31542-0034 (LT) to Carmen Muto Plumbing & Heating Inc. be passed in open Council this 21st day of March, 2022.
- 11.1.16. **By-law 2022-58 (Appointment of Traffic and Smoking Officers)** 470 - 472  
A report from the Solicitor/Prosecutor is on the Agenda.  
  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2022-58 being a by-law to appoint by-law enforcement officers to enforce various parking provisions of By-law 77-200 of The Corporation of the City of Sault Ste. Marie, as amended or a successor thereof, within the municipal boundary of the City of Sault Ste. Marie be passed in open Council this 21st day of March, 2022.
- 11.1.17. **By-law 2022-100 (Procedure By-law)** 473 - 506  
Mover Councillor D. Hilsinger  
Seconder Councillor P. Christian  
Resolved that By-law 2022-100 being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie be passed in open Council this 21st day of March, 2022.
- 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**

**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 D. Hilsinger

Seconder Councillor S. Hollingsworth

Resolved that this Council move into closed session to consider one item concerning the security of property of the municipality; two proposed acquisitions of land; two proposed dispositions of land; and three items 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 discuss the same matters without the need for a further authorizing resolution.

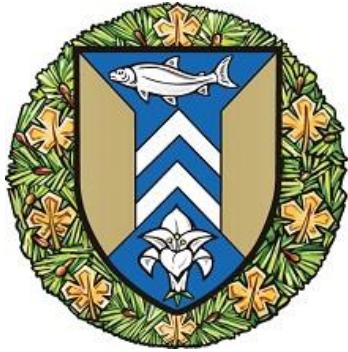
*(Municipal Act section 239(2)(a) the security of property of the municipality or local board; (c) a proposed or pending acquisition or disposition of land by the municipality or local board; and (f) advice that is subject to solicitor/client privilege)*

**14. Adjournment**

Mover \_\_\_\_\_

Seconder \_\_\_\_\_

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL MINUTES**

Tuesday, February 22, 2022

4:30 pm

Video Conference

Council meetings may be viewed live on the City's YouTube channel  
<https://www.youtube.com/user/SaultSteMarieOntario> and on Shaw Channel 10

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

Absent: Councillor M. Scott

Officials: R. Tyczinski, M. Zuppa (M. White, , L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, P. Niro, D. McConnell, B. Lamming, T. Anderson, F. Coccimiglio, M. Borowicz-Sibenik, C. Rumiel, R. Van Staveren, T. Vecchio by video conference)

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### **13. Closed Session**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that this Council move into closed session to consider two items relating to the disposition of property and one item relating to labour relations or employee negotiations;

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

*(Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; and (d) labour relations or employee negotiations)*

**1. Adoption of Minutes**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of January 31, 2022 and Special Council Meeting of February 7, 2022 be approved.

**Carried**

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

**3. Declaration of Pecuniary Interest**

**3.1 Councillor S. Hollingsworth – Downtown Plaza Property Exchange (Stone's Office Supply Ltd.)**

Property owner is a friend.

**4. Approve Agenda as Presented**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the Agenda for February 22, 2022 City Council Meeting as presented be approved.

**Carried**

**5. Proclamations/Delegations**

**5.1 National Heritage Week**

**5.2 World Lymphedema Day**

**5.3 Anti-Human Trafficking Awareness Day**

**5.4 Pink Shirt Day**

**5.5 Economic Development Update**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that all the items listed under date February 22, 2022 – Agenda item 6 – Consent Agenda save and except Agenda items 6.2 and 6.15 be approved as recommended.

**Carried**

**6.1 Tender for One 35-Foot Low-Floor Passenger Bus, One Community Bus and One Parabus**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated February 22, 2022 be received and that the tenders for:

- Supply and delivery of one 35-foot low-floor passenger bus be awarded to New Flyer Industries Canada ULC at their tendered price of \$573,640 plus HST;
- Supply and delivery of one community bus be awarded to Creative Carriage Ltd. at their tendered price of \$182,444 plus HST;
- Supply and delivery of one Para-Transit minibus be awarded to Creative Carriage Ltd. at their tendered price of \$172,790 plus HST

be approved.

**Carried**

**6.3 Carpenters Constitutional Challenge (Update)**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Human Resources dated February 22, 2022 concerning section 133 Constitutional Challenge be received and that up to \$100,000 be approved to continue the constitutional challenge at the Divisional Court level, with ongoing single-sourcing of MathewsDinsdale as the City's representative; further, if the amounts cannot be accommodated through the corporate budget, the use of Contingency Reserve up to a maximum of \$100,000 for 2021 and forward be approved.

**Carried**

**6.4 Mill Market Architectural and Engineering Services**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated February 22, 2022 be received and City Council authorize an expenditure of up to \$260,000 from the 2021 One-time Canada Community Building Fund (CCBF) funding to procure architectural and engineering services associated with the Mill Market project at 73 Brock Street.

**Carried**

**6.5 Additional Donations in Support of Rosedale Park – Childcare Algoma and Kiwanis Club of Sault Ste. Marie**

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

The relevant By-laws 2022-29 and 2022-34 appear under item 11 of the Minutes.

**6.6 Public Art Project Funding**

The report of the Manager of Recreation and Culture was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Recreation and Culture dated February 22, 2022 concerning Public Art Projects Funding be received and that the public art projects:

1. Bi'Minowaaseyaa To Bring Forth New Light – Light Box Project \$12,000
2. Traffic Wrap Program – \$12,000
3. New Community Development Fund – Public Art Reserve with an upper limit of \$200,000 from the unspent funds allocated in the annual operating budget for public art

be approved.

**Carried**

**6.7 Municipal Law Enforcement Officers**

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

The relevant By-law 2022-40 appears under item 11 of the Minutes.

**6.8 2022 Aqueduct Repairs – Engineering Consultant Selection**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated February 22, 2022 concerning 2022 Aqueduct Repairs be received and that design and contract administration services be awarded to Tulloch Engineering.

An individual engineering agreement will be brought to Council for approval at a future meeting.

**Carried**

**6.9 Elizabeth Street Sewer and Stairs Repair**

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

The relevant By-law 2022-22 appears under item 11 of the Minutes.

**6.10 Brock Street Road Closure**

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

The relevant By-law 2022-31 appears under item 11 of Minutes.

**6.11 Deeming By-law – 937 and 945 Sunnyside Beach Road**

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

The relevant By-law 2022-13 appears under item 11 of the Minutes.

**6.12 Downtown Plaza Property Exchange (Stone's Office Supply Ltd.)**

Councillor S. Hollingsworth declared a conflict on this item. (Property owner is a friend.)

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

The relevant By-laws 2022-32, 2022-33, 2022-38 and 2022-39 appear under item 11 of the minutes.

**6.13 Property Declared Surplus and Sale – Water Lot Abutting 5 McPhail Avenue**

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

The relevant By-law 2022-28 appears under item 11 of Minutes.

**6.14 Intact Public Entities – Claims Handling Agreement**

The report of the Risk Manager was received by Council.

The relevant By-law 2022-30 appears under item 11 of the Minutes.

## 6.2 Council Remuneration By-law

The report of the City Clerk was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the City Clerk dated February 22, 2022 concerning Council Remuneration By-law Updates be received and that the recommended amendments be reflected in a by-law to appear on a future Council Agenda.

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

**Tied, Defeated**

## 6.15 Potential Demolition Incentive

The report of the Planning Director was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Planning Director dated February, 2022 concerning potential demolition incentive be received as information.

**Carried**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Dufour

Whereas Council has, on a number of occasions, expressed its view that property standards in certain areas of the community require significant improvement; and

Whereas at least two motions seeking community improvement plans have been brought forward to address the desire of Council to see improvement in the City's property standards, as well as the use of existing housing stock in the community; and

Whereas City Council had sought to incentivize either the adaptive re-use of existing buildings, or the demolition and redevelopment of unsalvageable buildings; and

Whereas no new community improvement plans have been brought forward, despite the requests made by Council; and

Whereas on the February 22, 2022 City Council agenda, a report identifying a possible community improvement plan was not recommended by staff;

Now Therefore Be It Resolved that Council direct staff to bring forward a draft of a community improvement plan that addresses both the adaptive re-use of existing buildings in the community, and the option of demolishing and redeveloping unsalvageable buildings in the community to Council for its decision, within the next six months.

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

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

**7.1 Administration**

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.3.1 Economic Development Update**

The report of the Director of Economic Development was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Economic Development dated February 22, 2022 concerning Economic Development Update be received as information.

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

**7.4 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 Activation of Downtown**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor D. Hilsinger

Whereas in 2017 a motion was brought seeking a plan for downtown street closures; and

Whereas in January 2022, a staff report indicated that the Downtown Association had a number of concerns about weekend downtown street closures and staff was not recommending the weekend downtown street closures; and

Whereas Council expressed a desire to continue pursuing activating the downtown for additional events;

Now Therefore Be It Resolved that Council direct staff bring a plan to Council for additional activation of Queen Street or nearby areas by working in conjunction with the Downtown Association, but that such plan be the City of Sault Ste. Marie's plan.

	<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>9</b>	<b>1</b>	<b>1</b>	<b>Carried</b>

**8.2 Butterfly House Proposal**

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor L. Dufour

Whereas the attached presentation regarding a butterfly house was made to Mayor Provenzano, the Deputy CAO, Community Development and Enterprise Services and the Director of Tourism and Community Development; and

Whereas a butterfly house would be a novel and interesting feature for our community

Now Therefore Be It Resolved that staff be requested to work with Entomica to assess the proposal and return to Council with a report as to the feasibility of a butterfly house in Sault Ste. Marie.

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

**Carried**

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

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date February 22, 2022 be approved.

**Carried**

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

**11.1.1 By-law 2022-13 (Subdivision Control) Deeming 937 and 945 Sunnyside Beach Road**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-13 being a by-law to deem not registered for purposes of subdivision control certain lots in the Sunnyside Beach Subdivision 2, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 22nd day of February, 2022.

**Carried**

**11.1.2 By-law 2022-22 (Engineering) Contract 2022-1E Ellis Don Industrial Services Inc.**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-22 being a by-law to authorize the execution of the Contract between the City and Ellis Don Industrial Services Inc. for the replacement of the Elizabeth Street sanitary sewer and to repair the foundations of the Elizabeth Street stairs (Contract 2022-1E) be passed in open Council this 22nd day of February, 2022.

**Carried**

**11.1.3 By-law 2022-28 (Property Sale) Abutting 5 McPhail Avenue**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-28 being a by-law to declare the City owned property legally described as PT PIN 31539-0119 (LT) PT WATER LT IN FRONT OF PARK LOT 11 CON 1 ST. MARY'S AS IN A2793 EXCEPT PT 2-3 1R9071 AND PT 1 1R11346, BEING PART 1 PART OF WATER LOT IN FRONT OF PARK LOT 11 CONCESSION 1 PLAN 1R-13714; SAULT STE. MARIE being property abutting 5 McPhail Avenue as surplus to the City's needs and to authorize the disposition of the said property to Randy Park or as otherwise directed be passed in open Council this 22nd day of February, 2022.

Carried

**11.1.4 By-law 2022-29 (Agreement) Child Care Algoma – Rosedale Park**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-29 being a by-law to authorize the execution of the Agreement between the City and Child Care Algoma for playground equipment for Rosedale Park be passed in open Council this 22nd day of February, 2022.

Carried

**11.1.5 By-law 2022-30 (Agreement) Intact Public Entities Inc. Claim Handling**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-30 being a by-law to authorize the execution of the Agreement between the City and Intact Public Entities Inc. for claim handling be passed in open Council this 22nd day of February, 2022.

Carried

**11.1.6 By-law 2022-31 (Temporary Street Closing) Brock Street**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-31 being a by-law to permit the temporary closing of Brock Street between Albert Street East and the northerly laneway adjacent to Civic #181 from February 23, 2022 to June 1, 2022 be passed in open Council this 22nd day of February, 2022.

Carried

**11.1.7 By-law 2022-32 (Property Sale) Portion of Property to Stone's Office Supply Ltd.**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-32 being a by-law to declare the City owned property legally described as PT PIN 31542-0094 (LT) LT 8-10, 18-21 PL 366MCD ST. MARY'S; PT LT 11 PL 366MCD ST. MARY'S PT 2 1R9277; PT MCDOUGALD ST. PL 366MCD ST. MARY'S AS IN T219159 CLOSED BY T219159; SAULT STE. MARIE as surplus to the City's needs and to

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authorize the disposition of the said property to Stone's Office Supply Ltd. or as otherwise directed be passed in open Council this 22nd day of February.

Carried

**11.1.8 By-law 2022-33 (Property Acquisition) Purchase of 78 Bingham Street from Stone's Office Supply Ltd.**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-33 being a by-law to authorize the acquisition of property located at civic 78 Bingham Street (Stone's Office Supply Ltd.) be passed in open Council this 22nd day of February, 2022.

Carried

**11.1.9 By-law 2022-34 (Agreement) Kiwanis Club of Sault Ste. Marie, Ontario, Incorporated re Donation Rosedale Park**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-34 being a by-law to authorize the execution of the Agreement between the City and The Kiwanis Club of Sault Ste. Marie, Ontario Incorporated for the donation for playground equipment for Rosedale Park be passed in open Council this 22nd day of February, 2022.

Carried

**11.1.10 By-law 2022-37 (Agreement) WSP Canada Inc. Active Transportation Master Plan**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-37 being a by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. for the provision of Development of Active Transportation Master Plan be passed in open Council this 22nd day of February, 2022.

Carried

**11.1.11 By-law 2022-38 (Lane Assumption) Downtown Plaza Lane**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-38 being a by-law to assume for public use and establish as a public lane, the lane more particularly described as PIN 31542-0306 (LT) 15 FT Lane PL

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366MCD St. Mary's S of LT 1-3 & N of LT 22; SAULT STE. MARIE, McDougald Subdivision be passed in open Council this 22nd day of February, 2022.

**Carried**

**11.1.12 By-law 2022-40 (Parking) Enforcement Officers**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-40 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 22nd day of February, 2022.

**Carried**

**11.1.13 By-law 2022-41 (Official Plan Amendment) 16 Caesar Road**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-41 being a by-law to adopt Amendment No. 237 to the Official Plan for the City of Sault Ste. Marie (786211 Ontario Limited - Primo Pizza - 16 Caesar Road) be passed in open Council this 22nd day of February, 2022.

**Carried**

**11.1.14 By-law 2022-42 (Zoning) 16 Caesar Road**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-42 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 16 Caesar Road (786211 Ontario Limited - Primo Pizza) be passed in open Council this 22nd day of February, 2022.

**Carried**

**11.1.15 By-law 2022-43 (Development Control) 16 Caesar Road**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-43 being a by-law to designate the lands located at the northern 5.18 metres of 16 Caesar Road an area of site plan control (786211 Ontario Limited – Primo Pizza).

**Carried**

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

**11.2.1 By-law 2022-39 (Lane Closing and Conveyance) Downtown Plaza Lane**

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Bruni

Resolved that By-law 2022-39 being a by-law to stop up, close and authorize the conveyance of a lane in the McDougald Subdivision, Plan 366MCD be passed in open Council this 22nd day of February, 2022.

**Carried**

**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 L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

**Carried**

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Mayor

---

City Clerk



## OFFICE OF THE MAYOR

## PROCLAMATION

- 
- WHEREAS** Indigenous peoples are the current and traditional custodians of the land, water and species. Baawaating is home to rich Indigenous wisdom and practices to steward sustainability. As indicated in the Truth and Reconciliation Calls to Action and Treaty recognition and rights, celebrating and protecting water on Turtle Island and in this incredible region at the heart of the Upper Great Lakes is all of our responsibility; and
- WHEREAS** Since 1992, the United Nations has designated March 22<sup>nd</sup> as World Water Day to focus on the importance of water and raise awareness to inspire action about the global water crisis; and
- WHEREAS** The theme of World Water Day 2022, is ‘groundwater – making the invisible visible’, which is aligned with the United Nations Decade for Action, with the ‘Water Goal’ as a top strategic priority. Almost all of the liquid freshwater in the world is groundwater; supporting drinking water supplies, sanitation systems, farming, industry, ecosystems, and will play a critical role in adapting to climate change; and
- WHEREAS** Sault Ste. Marie is uniquely located at the nexus of Lake Superior and Lake Huron, connected by the St. Mary’s River and International waterways. The Great Lakes comprise nearly 20% of the world’s freshwater and only 0.3% is accessible to all humankind. This aligns with the City’s efforts to attract the Canada Water Agency in Sault Ste. Marie; and
- WHEREAS** World Water Day provides an opportunity to make a difference in our community. Sault Ste. Marie invites all residents and businesses to participate in the 2022 World Water Day events as we raise awareness of water in our region to learn deeply together as a community about waterways and how we can protect and restore this amazing source of freshwater all around us; and
- WHEREAS** Sault Ste. Marie wishes to acknowledge and respect the importance of protecting this freshwater, for today and generations to come:

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **March 22, 2021** as “**WORLD WATER DAY**” in Sault Ste. Marie.

Signed,

Christian Provenzano  
MAYOR



**OFFICE OF THE MAYOR**

**P R O C L A M A T I O N**

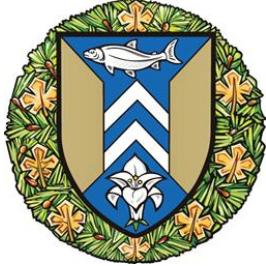
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- WHEREAS** March 26 is Purple Day and people are encouraged to wear purple today to raise awareness of epilepsy, a neurological disorder that causes unpredictable seizures and other health problems; and
- WHEREAS** 1 in 100 Canadians are affected by epilepsy and 65 million people worldwide are living with epilepsy; and
- WHEREAS** For half of the people who are diagnosed with epilepsy, there is no identifiable cause; and
- WHEREAS** While seizures can affect any part of the body 3 out 10 people will have a change in the structure of their brains; and
- WHEREAS** The City of Sault Ste. Marie supports organizations and individuals committed to raising awareness to increase understanding, reduce stigma, and improve the quality of life for people with epilepsy throughout the country and globally.

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **March 26, 2022** as “**Purple Day for Epilepsy Awareness**” in Sault Ste. Marie.

Signed,

Christian Provenzano  
MAYOR



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer &  
Treasurer  
DEPARTMENT: Corporate Services  
RE: 2021 Investment Report

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#### **Purpose**

The purpose of this report is to provide Council the annual report of investments made by the municipality.

#### **Background**

Regulation 438/97 of the Municipal Act, 2001 requires the Treasurer to provide an annual report of investments made by the municipality.

#### **Analysis**

The Investment Policy recommends a reasonable diversification of the portfolio to provide a more acceptable level of risk exposure. As well investments are to be structured to be concurrent with anticipated cash demands.

The investment returns by portfolio include:

- Bank interest on the main general account of \$572,801 – rate of return 0.89% (2020 – 1.27%)
- Short Term Investments: Canaccord Genuity investment growth \$183,925 – Weighted Average Yield 1.15% ( 2020-1.35%) (Appendix A)
- Care & Maintenance Funds: RBC Dominion Securities Inc. net investment return \$96,132 – Rate of Return 2.26% (2020-2.08%) (Appendix B)

#### **Financial Implications**

Investment income provides a non-tax revenue source to the City and assists in providing funding for capital and operations.

**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 March 21, 2022 regarding the 2021 Investment Report be received as information.

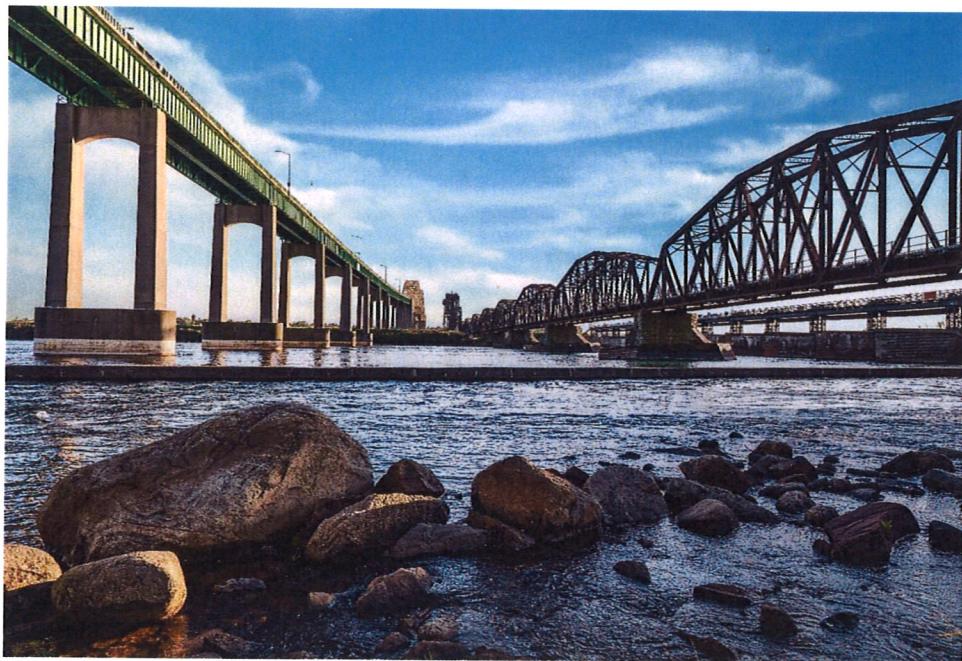
Respectfully submitted,

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

2022



**SAULT STE. MARIE**



## PORTFOLIO REVIEW

DECEMBER 31, 2021

**cg**/Canaccord  
Genuity

CASH  
MANAGEMENT  
GROUP

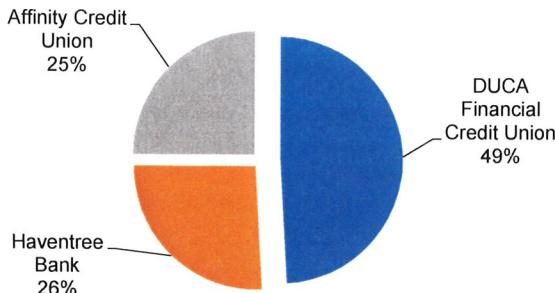
## Top 10 Holdings

<b>Issuer</b>		<b>Market Value</b>	<b>%</b>
1	DUCA GIC .9% 14JUN22CA	\$ 10,049,315	49%
2	HVNT BANK GIC 1.25% 14JUN22	\$ 5,297,462	26%
3	AFFINITY CU GIC 1.55% 10JUN22	\$ 5,121,486	25%
<b>Total</b>		<b>\$ 20,468,263</b>	<b>100%</b>

## Maturity Allocation



## Counterparty Exposure



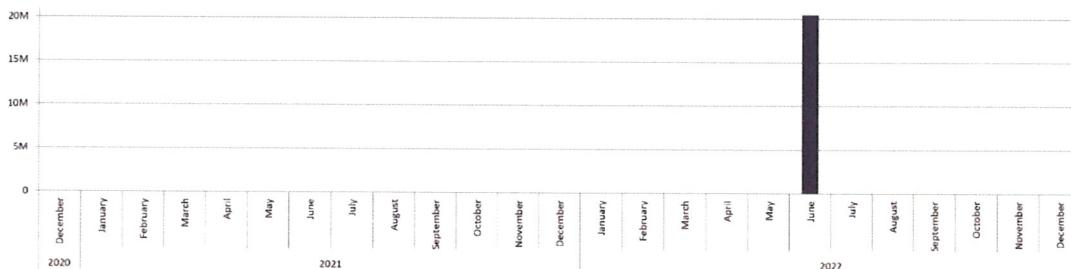
## Portfolio Characteristics

December 31, 2021

<b>Market Value</b>	\$20,468,263
<b>WAM – Days</b>	164
<b>WAM – Months</b>	5.5
<b>WAM - Years</b>	0.45
<b>WAY</b>	1.15%
<b>Holdings</b>	3

\* All data is current as of December 31, 2021      WAM = Weighted Average Term to Maturity      WAY = Weighted Average Yield

## Liquidity Schedule (millions)



The City's current portfolio provides enough flexibility to access up to \$10 million immediately given that the cashable deposit with DUCA Credit Union is currently accessible and still pays a higher rate of return than any short term deposit/High Interest savings account.

## Recommendations

We recommend that the City of Sault Ste. Marie monitor its cash flow needs closer to the June maturities and create a laddered portfolio comprised of cashable GICs and fixed term GICs with staggered maturities for a consistent and predictable cash flow. We are expecting the Bank of Canada to increase interest rates on their March 2<sup>nd</sup>, 2022 announcement and the market is currently pricing 6 rate hikes this year alone. The City has fortunately timed well its investments placements since they will be coming up for renewal in June, at which point the City of Sault Ste. Marie will be able to take advantage of higher yielding options available in the market. We recommend that the City continues to review its cash flow needs in order to try and maximize the length of duration of their portfolio to take advantage of higher yielding rates options.

# Client Statement

Current Statement  
Period Ending: Dec 31, 2021

Previous Statement  
Period Ending: Sep 30, 2021

7751  
CORPORATION OF THE CITY OF SAULT  
STE MARIE  
99 FOSTER DR  
SAULT STE. MARIE ON P6A 5X6

## Your Advisory Team

Investment  
Advisor  
Phone



P.O. Box 10337  
609 Granville St. Suite 2200  
Vancouver, BC V7Y 1H2

This statement belongs to:  
CORPORATION OF THE C

## Investment Summary

Account Type	Account Number	Allocation (%)	Previous Statement Value (\$)	Market Value (\$)
Cash Account (CAD)		100.0	20,409,164.27	20,468,263.33
<b>Total</b>		<b>100.0</b>	<b>20,409,164.27</b>	<b>20,468,263.33</b>

## Activity Summary

(\$)	Current Statement	Year to Date
Opening Statement Assets	20,409,164.27	25,186,776.93
Deposits / Transfers-in	0.00	0.00
Withdrawals / Transfers-out	0.00	(5,000,000.00)
Net Contributions	0.00	(5,000,000.00)
Income From Interest & Dividends	0.00	183,924.65
Investment Growth / Loss	59,099.06	97,561.75
<b>TOTAL STATEMENT ASSETS</b>	<b>20,468,263.33</b>	<b>20,468,263.33</b>

## Important Message

In response to new regulatory requirements, we have updated our Relationship Disclosure document. The updated document provides important details about the products and services we offer, the features of your account and how they operate, and our responsibilities to you. We encourage you to review the document and contact your Investment Advisor if you have any questions.

Please be advised that you may request Fund Facts for funds purchased through your pre-authorized purchase plan by contacting your Investment Advisor.

For more information please contact your Investment Advisor or visit us at [www.canaccord.com](http://www.canaccord.com).



Member of all Canadian exchanges



Regulated by  
Investment Industry Regulatory  
Organization of Canada

Current Statement  
Period Ending: Dec 31, 2021

## Asset Allocation

Asset Class	Allocation (%)	Previous Statement (%)	Market Value (\$)
Cash & Equivalents	0.0	0.0	0.00
Fixed Income / Preferred Shares	100.0	0.0	20,468,263.33
Equity	0.0	0.0	0.00
Balanced	0.0	0.0	0.00
Other	0.0	0.0	0.00
<b>Total</b>	<b>100.0</b>	<b>0.0</b>	<b>20,468,263.33</b>



- Cash & Equivalents
- Fixed Income / Preferred...
- Equity
- Balanced
- Other

## Income Summary

Account / Activity Type	Account Number	Current Statement (\$)	Year to Date (\$)
Cash Account (CAD)	[REDACTED]		
Total Interest		0.00	183,924.65
<b>Total</b>		<b>0.00</b>	<b>183,924.65</b>

Account Activity - Cash Account (CAD) - [REDACTED]

Date	Type	Description	Quantity	Price (\$)	Amount (\$)
No Activity					

Account Holdings - Cash Account (CAD) - [REDACTED]

	Quantity	Adjusted Average Cost (\$)	Current Price (\$)	Book Value (\$)	Accrued Interest / Income (\$)	Yield (%)	Market Value (\$)	% of Assets
<b>FIXED INCOME / PREFERRED SHARES</b>								
AFFINITY CU GIC 1.55% 10JUN22C								
seg	5,077,500.00	100.000	100.000	5,077,500.00	43,986.45	1.6%	5,121,486.45	25.0%
DUCA GIC .9% 14JUN22CA								
seg	10,000,000.00	100.000	100.000	10,000,000.00	49,315.07	0.9%	10,049,315.07	49.1%
HVNT BANK GIC 1.25% 14JUN22CA								
seg	5,261,424.65	100.000	100.000	5,261,424.65	36,037.16	1.3%	5,297,461.81	25.9%
Subtotal				20,338,924.65			20,468,263.33	
<b>Total</b>				<b>20,338,924.65</b>			<b>20,468,263.33</b>	

## Important Information about Your Statement

### Company Information

- Canaccord Genuity Wealth Management ("CGWM") and Canaccord Genuity are divisions of Canaccord Genuity Corp. ("CGC"). CGC and Canaccord Genuity Wealth and Estate Planning Services Ltd. ("CGWEPSL") are both wholly-owned subsidiaries of Canaccord Genuity Group Inc. ("CGGI"). CGC is an investment dealer registered with IIROC. CGWEPSL offers insurance and estate planning services. While CGC and CGWEPSL are separate entities, they share office premises in certain locations.
- CGC is a wholly-owned subsidiary of CGGI and therefore all shares of CGGI shown on this statement were issued by a related party of CGC. CGGI is the only related party of our firm.
- CGC Statement of Financial Condition as of our most recent financial year-end and a list of our Directors and Senior Officers are available upon request. Information about commissions and fees that we charge, and about any administrative proceedings that may relate to the firm or our staff, is available upon request.

### Statement Accuracy

- This is a statement of your account according to our records. If you have any questions or if any information on this statement is not in accordance with your understanding please notify your Investment Advisor or CGWM's head office immediately. Unless notified within 30 days from this date, we shall assume this statement to be correct. Please refer to your account number on all correspondence.

### Material Changes

- Clients are reminded that their Client Account Agreement requires them to advise the firm of any material changes on a timely basis. Material changes include change of name, address, marital status, employment, financial situation, investment objectives, and status as an insider or control person of any public company. Clients are also required to notify the firm about material changes with respect to any party with authority over the client's account, especially their status as an insider or control person of a public company. Signed, written notification should be sent to either your Investment Advisor or to CGWM's head office.

### Investor Protection

- Client accounts at CGWM are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of coverage is available upon request or at [www.cipf.ca](http://www.cipf.ca).

### Use of Leverage

- The use of leverage may not be suitable for all investors. Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

### Settlement

- Stock Exchange regulations require settlement of cash or securities owed by you on transactions by the "Settlement Date" specified on the confirmation you have received.
- Cheques and securities in settlement of your account may be delivered in person to our office nearest you or may be mailed to CGWM's head office at the address shown on this statement. For your protection, we suggest you use registered mail when mailing negotiable securities.

### Credit Balances

- Free credit balances represent funds due to you which are payable on demand. Non-registered account balances, although properly recorded in our books, are not segregated and may be used in the course of our business.

### Trustee Information

- Registered accounts are held in trust by Computershare Trust Company of Canada. Cash balances in registered accounts are held in trust by the trustee. Account holdings or transactions in negotiable securities certificates registered in your name are referenced as SFK and Safe Custody on your statement. Account holdings or transactions in negotiable securities certificates that are held in trust for you by CGWM are denoted as segregated (seg) on your statement. Transactions in insurance products, including segregated funds, are made on your behalf by CGWEPSL.

### Other Disclosures

- Securities transactions, as shown on this statement are disclosed to Canada Revenue Agency (CRA) on a yearly basis. The income or capital gain from these transactions must be reported on your annual income tax return. It is suggested that you retain this statement to refer to the activity section if needed for income tax purposes.
- Your Investment Advisor may be responsible for additional charges based on the number of transactions in your account.
- Clients of our Montreal branch only: In compliance with applicable regulatory rules, please be advised that telephone conversations with your Investment Advisor are recorded.
- The following notation may be associated with transactions in the activity section of your statement.

<sup>1</sup> The issuer of these securities is a connected issuer to Canaccord Genuity Corp.

### Premium Distribution Program™

- Eligible investors holding eligible issuers' securities will be automatically enrolled in a Premium Distribution™ Program unless you advise us otherwise. The program enables the investor to receive up to 2% over and above their regular cash distributions. A complete list of eligible issuers is available upon request and further information is on issuers' websites. Plan participants should consult their tax advisors regarding the tax consequences of these plans.

## How to Read Your Statement

### Activity Summary

- If you have accounts in more than one currency, all consolidated values on your statement are shown in Canadian dollars. If you have accounts in a single currency, all consolidated values on your statement will be shown in that currency. CGWM reserves the right to select a conversion rate from the range of rates available in wholesale currency markets for the conversion of funds as required by client transactions or accounts and to levy any applicable adjustments. As a result, the conversion rate will vary from the exchange rates on your statement transactions, and CGWM may earn revenue in addition to the commission applicable to any trade. Furthermore, the rate in effect on the processing date may differ from the rate in effect on the transaction date.
- The "Investment Growth / Loss" outlined in the Activity Summary of your statement represents an unrealized gain / loss and includes the fees and commissions charged for services.

### Account Activity

- References to Safe Custody represent transactions in negotiable securities certificates registered in your name.

### Account Holdings

- Book Value refers to the total amount paid for the purchase of the security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital and corporate reorganizations. For short positions the Book Value is the total amount received for the security, net of any transaction charges related to the sale, adjusted for any distributions (other than dividends), returns of capital and corporate reorganizations. Adjusted Average Cost is the Book Value on a per unit or share basis.
- The Book Value shown in this statement may not be suitable for income tax purposes, as it may not reflect all required adjustments. It is important for you to keep records of all of your investment transactions and consult your income tax advisor to properly determine your gains and losses for income tax purposes.
- Warrants issued as part of a unit in combination with common shares where the full cost of the unit has been allocated to the shares, are considered to be of zero cost.
- References to SFK represent account holdings in negotiable securities certificates registered in your name.
- The following notations may be associated with cost information in the holdings section of your statement:
  - i This notation indicates some transactions contributing to this position do not have an associated cost. To better reflect changes in value of this position, market value has been used to estimate part or all of the Book Value. For example, if Book Value was not available for positions transferred to CGWM then market value as of the date of the transfer was used in lieu of Book Value.
  - ii This notation indicates the Book Value for some or all transactions contributing to this position was not determinable. To better reflect changes in value of this position, where Book Value was unavailable, market value may have been used to estimate part of the Book Value. Where market value was not determinable, a Book Value of zero was used.

• Market value on statements is an approximate value only, calculated from public information believed to be reliable and assuming a ready market at the value quoted. CGWM provides this information on a best efforts basis, but the accuracy and completeness of the information is not guaranteed. For securities with a date restriction we derive the market value from the underlying freely tradable common shares; however date restricted securities are not freely tradable until the restriction has been removed or expires. The market value of freely tradable rights and warrants is derived from public market information. Non-transferable rights and warrants are not freely tradable; we report their market value as not determinable.

- Securities that are delisted are indicated in your holdings by including an asterisk (\*) after the security name.
- Abbreviations indicating trading restrictions may be appended to the security name:

Non-Voting Share: N/VTG or NON VTG

Restricted Share: RS or RSTD

Restricted Voting Share: R/VTG or RES VTG

Subordinate Voting Share: S/VTG or SUB VTG

- The following notations may be associated with market values and price information in the holding section of your statement:

iii This notation indicates that the market value of this position was estimated.

iv This notation indicates that the market value of this position was not determinable because there was no active market for this security. For performance reporting a zero value is used for all positions where the market value is not determinable.

• For mutual fund holdings, an acronym may appear at the end of the security's name. The meaning of each acronym is explained below. For more information, please contact your Investment Advisor.

DSC: Deferred Sales Charge. The position may be subject to additional sales charges as described in the Fund Facts documents or prospectus.

LL, LL2, LL3, LL4, LL5, LL6, LL7, LL8 and LSC: Low Load or Low Sales Charge. These notations identify positions with a lower deferred sales charge. This position may be subject to additional sales charges as described in the Fund Facts document or prospectus.

FE, ISC, and SC: Front-end, Initial Sales Charge and Sales Charge. These notations identify positions where sales charges were paid at the time of purchase.

NL: No Load. There is no front-end or deferred sales charge for this type of mutual fund.

NA: Not Applicable. This mutual fund can be purchased in a fee-based account only.

**RBC Dominion Securities Inc.****CANADIAN DOLLAR****DEC. 31****ACCOUNT STATEMENT****2021**

Page 1 of 5

CITY OF SAULT STE MARIE CARE  
AND MAINTENANCE FUND  
99 FOSTER DRIVE  
SAULT STE MARIE ON P6A 5N1

**ADVISORY TEAM**Investment Advisor(s):  
[REDACTED]Team Member(s):  
[REDACTED]**Branch Address:**

432 Great Northern Road  
Suite 300  
Sault Ste Marie, On P6B 4Z9  
Local: 759-7090  
Toll free : 1-800-557-2396

**Branch Manager:**  
[REDACTED]Your Account Number:  
[REDACTED]

Date of Last Statement: NOV. 30, 2021

**ASSET SUMMARY**

	MARKET VALUE AT DEC. 31	PERCENTAGE OF MARKET VALUE
Cash	\$152.29	0.00 %
Fixed Income	\$4,340,582.47	99.98 %
Preferred Shares	\$0.00	0.00 %
Common Shares	\$0.00	0.00 %
Mutual Funds **	\$651.72	0.02 %
Foreign Securities	\$0.00	0.00 %
Managed Assets	\$0.00	0.00 %
Other	\$0.00	0.00 %
<b>Total Value</b>	<b>\$4,341,386.48</b>	<b>100.00 %</b>

**INCOME SUMMARY**

	THIS MONTH	YEAR-TO-DATE
Dividends	\$0.00	\$0.00
Interest	\$0.13	\$74,600.54
Other	\$0.00	\$0.00
<b>Total Income</b>	<b>\$0.13</b>	<b>\$74,600.54</b>

**CASH BALANCE**

ACCOUNT TYPE	OPENING BALANCE AT NOV. 30	CLOSING BALANCE AT DEC. 31
Cash	\$159.87	\$152.29

- CONTINUED ON NEXT PAGE -



Regulated by  
Investment Industry Regulatory  
Organization of Canada

**RBC Dominion Securities Inc.**

**CANADIAN DOLLAR**

**DEC. 31**

**ACCOUNT STATEMENT**

**2021**

Your Account Number: [REDACTED]

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**ASSET REVIEW**

( Exchange rate 1USD = 1.2651 CAD as of DEC. 31, 2021 )

SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK COST	MARKET VALUE
-----------------	-------------------------	---------------	--------------	-----------------

**FIXED INCOME**

1MANULIFE BANK CDA GIC - ANNUAL DUE 01/24/2022 2.250%	10,000 10,000	100.000	9,903.60	\$10,210.21 <sup>1</sup>
1BANK OF MONTREAL GIC - ANNUAL DUE 06/22/2022 2.600%	56,000 56,000	100.000	56,000.00	\$56,765.90 <sup>1</sup>
1LAURENTIAN BANK GIC - ANNUAL DUE 06/22/2022 2.900%	97,000 97,000	100.000	97,000.00	\$98,479.71 <sup>1</sup>
1LBC TRUST GIC - ANNUAL DUE 06/22/2022 2.900%	97,000 97,000	100.000	97,000.00	\$98,479.71 <sup>1</sup>
1RBC MORTGAGE CORP GIC - ANNUAL COMPOUND DUE 06/27/2022 1.850%	564,719 564,719	108.634	564,719.00	\$613,477.97
1ONTARIO SAVINGS BOND 5 YR STEP-UP RATE BD ANN INT 1.50%,1.80%,2.15%,2.30%,2.55% DUE 06/21/2023 2.300%	687,200 687,200	101.000	690,227.93	\$702,429.48 <sup>1</sup>
1MANULIFE BANK CDA GIC - ANNUAL DUE 06/22/2023 3.000%	97,000 97,000	100.000	97,000.00	\$98,530.74 <sup>1</sup>
1MANULIFE TRUST CO. GIC - ANNUAL DUE 06/22/2023 3.000%	97,000 97,000	100.000	97,000.00	\$98,530.74 <sup>1</sup>
1RBC MORTGAGE CORP GIC - ANNUAL DUE 06/26/2023 2.750%	61,192 61,192	100.000	61,192.00	\$62,063.36 <sup>1</sup>
1BANK OF NOVA SCOTIA GIC - ANNUAL COMPOUND DUE 12/06/2023 3.350%	231,182 231,182	110.649	231,182.00	\$255,802.42
1NAT'L BANK OF CANADA GIC - ANNUAL DUE 06/28/2024 2.300%	97,500 97,500	100.000	97,500.00	\$98,642.75 <sup>1</sup>
1BMO MORTGAGE CORP GIC - ANNUAL DUE 07/08/2024 1.340%	58,412 58,412	100.000	58,412.00	\$58,791.57 <sup>1</sup>
1CDN WESTERN TRUST GIC - ANNUAL DUE 07/08/2024 1.340%	98,000 98,000	100.000	98,000.00	\$98,636.81 <sup>1</sup>
1ROYAL BANK OF CANADA GIC - ANNUAL COMPOUND DUE 07/11/2024 2.500%	141,431 141,431	106.306	141,431.00	\$150,350.35

- CONTINUED ON NEXT PAGE -

**RBC Dominion Securities Inc.**

**CANADIAN DOLLAR**

**ACCOUNT STATEMENT**

**DEC. 31**

**2021**

Your Account Number: [REDACTED]

3 of 5

**ASSET REVIEW**

( Exchange rate 1USD = 1.2651 CAD as of DEC. 31, 2021 )

	SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK COST	MARKET VALUE
1CDN WESTERN BANK GIC - ANNUAL COMPOUND DUE 03/19/2025 2.170%		60,000 60,000	103.909	61,528.80	\$62,345.58
1BMO MORTGAGE CORP GIC - ANNUAL DUE 07/07/2025 1.450%		300,000 300,000	100.000	300,000.00	\$302,121.37 <sup>1</sup>
1ROYAL BANK OF CANADA GIC - ANNUAL COMPOUND DUE 08/19/2025 1.150%		500,000 500,000	101.575	482,135.00	\$507,877.50
1BANK OF NOVA SCOTIA GIC - ANNUAL COMPOUND DUE 08/25/2025 1.500%		87,062 87,062	100.530	87,062.00	\$87,523.52
1CDN WESTERN BANK GIC - ANNUAL DUE 09/17/2025 1.720%		35,000 35,000	100.000	35,000.00	\$35,173.18 <sup>1</sup>
1ONTARIO SAVINGS BOND 10YR FIXED RATE SR 2016 ANNUAL DUE 06/21/2026 2.200% JD 21		447,700 447,700	98.500	468,531.50	\$441,254.35 <sup>1</sup>
1B2B BANK GIC - ANNUAL DUE 07/06/2026 1.700%		98,000 98,000	100.000	98,000.00	\$98,812.46 <sup>1</sup>
1BANK OF MONTREAL GIC - ANNUAL DUE 07/06/2026 1.550%		302,000 302,000	100.000	302,000.00	\$304,282.79 <sup>1</sup>
Total Value of Fixed Income				4,230,824.83	\$4,340,582.47

**MUTUAL FUNDS**

1RBC INVESTMENT SAVINGS ACCOUNT SR A (2010)	RBF2010	65.172 65.172	10.000	651.72	\$651.72
Total Value of Mutual Funds **				651.72	\$651.72

Total Value of All Securities	4,231,476.55	\$4,341,234.19
-------------------------------	--------------	----------------

**ACCOUNT ACTIVITY**

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
		Opening Balance (NOV. 30, 2021)				\$159.87

- CONTINUED ON NEXT PAGE -

**RBC Dominion Securities Inc.****CANADIAN DOLLAR****DEC. 31****ACCOUNT STATEMENT****2021**

Your Account Number: [REDACTED]

4 of 5

**ACCOUNT ACTIVITY**

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
1DEC. 01	INTEREST	RBC INVESTMENT SAVINGS ACCOUNT SR A (2010) AS OF 11/30/21 REINVEST @ \$10.00	0.013			
1DEC. 22	INTEREST	INT FR 11/22 THRU12/21@ 4.450% BAL 159- AVBAL 2,071		7.58		
		Closing Balance (DEC. 31, 2021)				\$152.29

# RBC Dominion Securities Inc.

## CANADIAN DOLLAR

## ACCOUNT STATEMENT

DEC. 31

2021

Your Account Number: [REDACTED]

5 of 5

**Head Office Address:**

RBC Dominion Securities Inc.  
P.O. BOX 50  
Royal Bank Plaza  
Toronto, Ontario  
Canada M5J 2W7  
GST/HST Registration # 889767471

If you have a service request or a question about your statement or a service charge, please phone your Investment Advisor at the phone number listed on the front of this statement. Unresolved problems or complaints should be forwarded in writing to:

**RBC DOMINION SECURITIES**  
Compliance Department  
P.O. BOX 50, Royal Bank Plaza  
Toronto, Ontario  
M5J 2W7

**Telephone:** (416) 363-1019  
**Internet:** [www.rbcds.com](http://www.rbcds.com)  
**QST Registration #** 889767471

- We may make recommendations and facilitate trades in securities of related issuers and connected issuers of the firm in your account. For a list of such related issuers and connected issuers, refer to the following website: [www.rbc.com/issuers-disclosures](http://www.rbc.com/issuers-disclosures) or contact your Investment Advisor.
- If you have a managed account, additional information regarding trades processed through your account is available upon request.
- Please be advised that if you have set-up a pre-authorized mutual fund purchase plan ("PAC Plan") to purchase one or more mutual funds, you will not receive a copy of the respective Fund Facts for subsequent purchases of the applicable Fund under the PAC. You may at any time request to receive, at no cost, the most recently filed Fund Facts by contacting your Investment Advisor or by sending a secure message through the online investing site's Message Centre or by calling us or writing to us at the coordinates provided on this page. The most recently filed Fund Facts may also be found by visiting either [www.sedar.com](http://www.sedar.com) or the website of the applicable Mutual Fund Manager.
- In certain cases in relation to securities in your portfolio, the current market value for the security is not available and/or no market currently exists for the security. In such cases, we may provide no market value or provide a market value based on either the last available market value/net asset value for the security, the book cost for the security or a value determined by receivership or other legal proceedings, as applicable. Such market values may not reflect the current value of the security. Market prices and book costs shown are obtained from sources that we believe are reliable but we do not guarantee their accuracy.
- In cases where securities in your portfolio display a Market Price of 'UNPRICED', the current market value is not determinable.
- Segregated Funds are contracts of life insurance and are not securities. All insurance products are offered through RBC Wealth Management Financial Services Inc. by licensed insurance representatives, except in Quebec, where insurance products are offered by licensed Financial Security Advisors.
- Unless otherwise advised, the Book Cost means: In the case of a long security position, the total amount paid for the security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital and corporate actions; or In the case of a short security position, the total amount received for the security, net of any transaction charges related to the sale, adjusted for any distributions (other than dividends), returns of capital and corporate actions. Where a book cost is not available on a security position; market value will be used to calculate the book cost.
- Fully paid securities are segregated on the records of RBC Dominion Securities Inc. and cannot be used in the normal course of our business. Any free credit balance for non-registered accounts represents funds payable on demand which, although recorded in our books, are not segregated and may be used in the conduct of our business.
- A copy of our most recent financial statements, a list of directors and senior officers and information about commissions, fees and administrative proceedings that may relate to RBC Dominion Securities or to its employees are available to you upon written request directed to our Head Office address listed above.
- Customers accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of the coverage is available upon request.
- Please contact your local branch or the Head Office address listed above for a copy of the brochure.
- All income reported in the "Income Summary" of your account statement is for information purposes only and should not be used for tax reporting purposes. Where applicable, any income that is taxable will be reported on the appropriate tax slips.
- We act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our spread-based revenues for performing this function. Spread means the difference between the rate we obtain and the rate you receive.
- Please note the following security description abbreviations may appear on your statement : NON VTG for non-voting shares; RES VTG for restricted voting shares; SUB VTG for subordinate voting shares; DSC for securities which may be subject to a deferred sales charge; LL, LL2, LL3 or LL4 for securities which may be subject to a low load deferred sales charge.
- RBC Dominion Securities Inc.\* and Royal Bank of Canada are separate corporate entities which are affiliated. \*Member-Canadian Investor Protection Fund. RBC Dominion Securities Inc. is a member company of RBC Wealth Management, a business segment of Royal Bank of Canada. ®Registered trademarks of Royal Bank of Canada. Used under licence. ©2018 Royal Bank of Canada. All rights reserved.

**FOOTNOTES**

- \* - Indicates fully paid for securities registered in your name and held by us on your behalf.
- # - Part or all of the Book Cost on this security position has been provided by a source other than RBC Dominion Securities. As such, RBC Dominion Securities is not responsible for the completeness or accuracy of the information provided.
- <sup>1</sup> - Includes accrued interest.
- <sup>2</sup> - Part of or all of the Book Cost on this security position is unknown resulting in the use of market value. The market value applied was September 30, 2015 or later, depending on the transaction activity for this security position. Please contact your Investment Advisor to update the statement records.
- <sup>3</sup> - The Book Cost of this security is temporarily unavailable due to a pending corporate action event. Please contact your Investment Advisor for additional information.
- <sup>o</sup> - Market value of non-prospectus qualified investment funds (each a "Fund"), disclosed on this statement, is calculated by the fund manager in arrears and may not reflect the actual net asset value from the previous calendar quarter. This market value is an estimate and excludes any unrealized gain / loss on the underlying positions of the Funds for the current calendar quarter.
- <sup>■</sup> - The Book Cost of this security cannot be determined. Please contact your Investment Advisor for additional information.
- <sup>\*\*</sup> - Segregated Funds are included in the Total Value of Mutual Funds.
- <sup>\*\*\*</sup> - Converted U.S. dollar contributions or withdrawals are included in your plan summary.
  - This security may be subject to a deferred sales charge at the time that it is sold.
  - There is no active market for this security so its market value has been estimated.

**RBC Dominion Securities Inc.  
CANADIAN DOLLAR  
ACCOUNT STATEMENT**

Statement for October 1 to December 31, 2021

**PORTFOLIO REVIEW**

Page 1 of 1

Your Account Number:



<b>INVESTMENT RETURN</b>	<b>Current Quarter</b> (Oct. 1, 2021 - Dec. 31, 2021)	<b>Year-to-Date</b> (Jan. 1, 2021 - Dec. 31, 2021)	<b>5 Year</b> (Jan. 1, 2017 - Dec. 31, 2021)
Interest	5,130.09	74,600.54	410,431.91
Dividends	0.00	0.00	0.00
Managed Fund Distributions	0.00	0.00	0.00
Other Distributions	0.00	0.00	0.00
Change in Market Value	28,136.97	21,531.59	15,757.25
<b>Total Investment Return</b>	<b>33,267.06</b>	<b>96,132.13</b>	<b>426,189.16</b>
<b>CAPITAL REVIEW</b>	<b>Current Quarter</b> (Oct. 1, 2021 - Dec. 31, 2021)	<b>Year-to-Date</b> (Jan. 1, 2021 - Dec. 31, 2021)	<b>5 Year</b> (Jan. 1, 2017 - Dec. 31, 2021)
Beginning Portfolio Value	4,308,119.42	4,245,254.35	3,915,197.32
Deposits/Transfer Ins	0.00	0.00	0.00
Withdrawals/Transfer Outs	0.00	0.00	0.00
Total Investment Return	33,267.06	96,132.13	426,189.16
<b>Ending Portfolio Value</b>	<b>4,341,386.48</b>	<b>4,341,386.48</b>	<b>4,341,386.48</b>

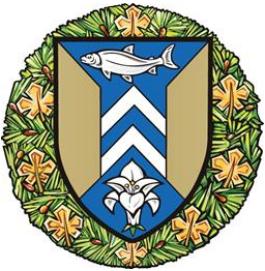
For the current quarter:

Your Beginning Portfolio Value includes accrued interest of 18,054.37.

Your Ending Portfolio Value includes accrued interest of 24,044.63.

This statement should not be used for income tax reporting purposes.

(over)



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer &  
Treasurer  
DEPARTMENT: Corporate Services  
RE: 2021 Council Remuneration and Expenses

---

#### **Purpose**

The purpose of this report is to provide a summary of 2021 Council Remuneration, Benefits and Expenses and employee travel expenses.

#### **Background**

Pursuant to Section 284(1) of the Municipal Act each year the Treasurer shall provide an itemized statement on remuneration and expenses paid in the previous year to:

- Mayor and Council, and
- Board and Committee Members

Council remuneration and expenses are authorized by By-law 2022-49: Remuneration of members of Council and Local Boards (By-law 2011-39, as amended) and By-law 2015-147: Membership Fees, Registration Fees and Travel Expenses.

On March 29, 2021 council passed a resolution to report a summary of employee travel expenses in conjunction with the required Council remuneration and expense reporting.

#### **Analysis**

Council remuneration and expenses for 2021 are provided in Appendix A.

The 2021 summary of employee travel expenses is provided in Appendix B.

**Financial Implications**

Council remuneration and expenses are provided for in the approved operating budget. Employee travel expenses are accommodated within departmental operating budgets.

**Strategic Plan / Policy Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer dated March 21, 2022 regarding the 2021 Council Remuneration and Expenses and employee travel expenses be received as information.

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  
Summary of Remuneration and Expenses 2021  
for Mayor & Council, Board and Committee Members**

**Mayor**

C. Provenzano	- Honorarium	76,473.00
	- Car Allowance	4,913.02
	- Training/Travel - FCM Annual Conference	610.56
	- AMO Annual Conference	610.56
	- Great Lakes/St. Lawrence Cities Annual Conference	72.32
		<hr/>
		82,679.46

**Councillors**

M. Bruni	- Honorarium	24,575.21
	- Car Allowance	2,756.84
	- Cell Phone	258.48
		<hr/>
P. Christian	- Honorarium	24,575.21
	- Car Allowance	2,756.84
	- Cell Phone	258.48
		<hr/>
S. Hollingsworth	- Honorarium	24,575.21
	- Car Allowance	2,756.84
	- Cell Phone	258.48
		<hr/>
R. Niro	- Honorarium	24,575.21
	- Car Allowance	2,756.84
	- Cell Phone	258.48
		<hr/>
M. Shoemaker	- Honorarium	24,575.21
	- Car Allowance	2,756.84
	- Cell Phone	258.48
		<hr/>
D. Hilsinger	- Honorarium	24,575.21
	- Car Allowance	2,756.84
	- Cell Phone	258.48
	-Training/Travel - AMO Annual Conference	610.56
		<hr/>
L. Dufour	- Honorarium	24,575.21
	- Car Allowance	2,756.84
	- Cell Phone	258.48
		<hr/>
C. Gardi	- Honorarium	24,575.21
	- Car Allowance	2,756.84
	- Cell Phone	258.48
	-Training/Travel - AMO Annual Conference	610.56
		<hr/>
		28,201.09

**Summary of Remuneration and Expenses 2021  
for Mayor & Council, Board and Committee Members**

L. Vezeau-Allen	- Honorarium	24,575.21
	- Car Allowance	2,756.84
	- Cell Phone	258.48
	- Training/Travel - Land Use Planning : Beyond the Basics Workshop	183.17
		<hr/>
		27,773.70

M. Scott	- Honorarium	24,575.21
	- Car Allowance	2,756.84
	- Cell Phone	258.48
		<hr/>
		27,590.53

**Committee of Adjustment**

A. Gualazzi	- Honorarium	1,055.26
S. Meades	- Honorarium	608.64
A. Rossi	- Honorarium	1,168.78
M. McGregor	- Honorarium	989.04
J. Greco	- Honorarium	989.04
W. Greco	- Honorarium	380.40

**Committee of Revision**

E. Barban	- Honorarium	50.00
E. Filice	- Honorarium	50.00
K. Blunt	- Honorarium	50.00

**Fence Viewers Committee**

E. Filice	- Honorarium	0.00
S. Scott	- Honorarium	0.00
A. White	- Honorarium	0.00

**Police Services Board**

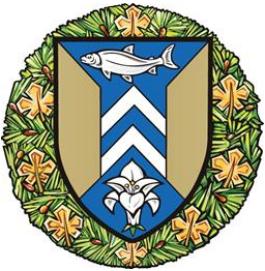
C. Provenzano	- Honorarium	0.00
J.A. Bruno	- Honorarium	2,446.09
I. MacKenzie	- Honorarium	1,784.12
R. Webb	- Honorarium	1,784.12
S. Miles	- Honorarium	3,567.98
L. Vezeau-Allen	- Honorarium	0.00

**Property Standards Committee**

E. Filice	- Honorarium	41.20
I. Bressan	- Honorarium	34.14
J. Derochie	- Honorarium	34.14

**THE CORPORATION OF THE CITY OF SAULT STE MARIE**  
**2021 Summary of Employee Travel Expenses**

Name	Department	Conference (C) or Training (T)	Location	Total Expense Claim
B. Cowan	PWES	T	Oakville	759.93
A. Gravelle	FIRE	T	Thunder Bay	630
D. Kochanowski	FIRE	T	Grimsby	630
N. Thibault	FIRE	T	Grimsby	630
<b>TOTAL</b>				<b>\$ 2,649.93</b>



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer &  
Treasurer  
DEPARTMENT: Corporate Services  
RE: Banking Services Agreement Extension

---

#### **Purpose**

The purpose of this report is to seek Council approval of a one year extension to the City's current banking services agreement.

#### **Background**

The City's banking services have been provided by The Royal Bank of Canada (RBC) since 1987. The last Request for Proposal (RFP) for banking services was issued August 9, 2002. RBC was the City's provider of banking services prior to that RFP.

#### **Analysis**

The one year extension of the banking services agreement with RBC provides for transaction fees to remain relatively the same. The agreement extension will be effective April 1, 2022 to March 31, 2023. Deposit interest will decrease by 5 basis points in the new agreement. The agreement includes a 90 day cancellation clause. Staff is satisfied with the services provided by RBC as the City's bankers and is supportive of the extension of the service agreement.

Due to the length of time since the last banking services RFP, it is recommended that these services be put for proposal in 2022, with an effective date for a new agreement in early 2023.

Changing bank services will have a significant impact on City operations as the bank is intricately tied into the financial controls of the City in relation to deposits, disbursements, short term borrowing, corporate credit cards and cash handling. Over the term with RBC, banking services have evolved to automated, electronic methods for daily operational activities such as payments, deposits and bank reconciliations. Services for fraud prevention have also been utilized to mitigate the risk of to the City. The change over will be a labour intensive process and

## 2021 Council Remuneration and Expenses

March 21, 2022

Page 2.

require significant staff time. Staff is recommending that the RFP be for a five-year term with a five-year option to extend.

Short term investments will not be included in the RFP as they are covered within the Investment Policy and not tied directly to the banking services agreement.

### **Financial Implications**

The average cost of bank service charges is approximately \$35,000. Interest revenue varies depending upon rate climate in Canada and funds held on deposit.

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

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

### **Recommendation**

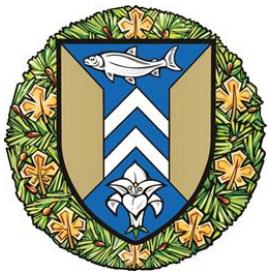
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer dated March 21, 2022 regarding the Banking Services Agreement Extension be received and that staff be directed to issue a Request for Proposal for Banking Services be approved.

By-law 2022-45 is 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

March 21, 2022

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

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#### **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 \$1,934.58 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 March 21, 2022 concerning Property Tax Appeals be received and that the recommendation that the tax records be amended pursuant to Sections 354 and 357 of the *Municipal Act* be approved.

Respectfully submitted,

Lisa Petrocco, CPA, CGA  
Manager of Taxation  
705.541.7065  
[l.petrocco@cityssm.on.ca](mailto:l.petrocco@cityssm.on.ca)

Subject of Report

January 8, 202X Date of Council Meeting (Month, Day, Year)

Page 2.

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

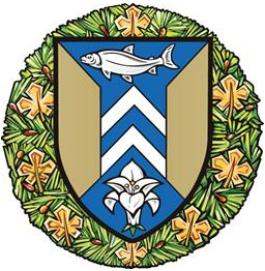
DATE: 2022 03 21  
PAGE: 1 of 1

ROLL #	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
<b>2021</b>								
020-045-026-00	00915 QUEEN ST E	2836295 ONTARIO INC.	CT>RT	A	21-042	(1,593.03)	(39.82)	(1,632.85)
020-045-027-00	00911 QUEEN ST E	2836295 ONTARIO INC.	CT	A	21-043			Confirmed
030-027-086-00	00121 MALABAR DR	SPEER, ERICA JANE	RT	C	21-044			Confirmed
040-023-011-00	00296 FRANKLIN ST	SCOBIE, DALE ENNIS	RT	D(i)	21-045	(301.73)	-	(301.73)

REPORT TOTAL \$ (1,894.76) \$ (39.82) \$ (1,934.58)

- 
- 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

- D(i). RAZED BY FIRE, DEMOLITION OR OTHERWISE
- D(ii). 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

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Finance Department  
RE: Tender for Roof Replacement – 619 Bay St. Senior Centre

---

#### **PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for Roof Replacement at 619 Bay St. Senior Centre, as required by the Recreation and Culture Division - Community Development and Enterprise Services. Staff is seeking Council approval of the tender recommendation.

#### **BACKGROUND**

The need for replacement of roof at 619 Bay St. Senior Centre has been identified within Asset Management Plan from CDES staff. The tender was publicly advertised. Opening of the tenders took place on February 28, 2022 with the Deputy City Clerk in attendance.

#### **ANALYSIS**

Submission from two (2) bidders was received prior to closing deadline. The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project Cenlo Engineering, and City staff representation from CDES and Purchasing. Cenlo's report concerning the tenders received is attached for your reference.

#### **FINANCIAL IMPLICATIONS**

The low tendered price meeting specifications as recommended by the review committee, including contingency allowance is \$141,735.00; HST being fully rebatable.

Funding in the amount of \$156,000.00 for the Project was approved from the following sources:

- \$136,000 out of the Asset Management Reserve from 2021 Capital Budget deliberations;
- \$20,000 out of the Asset Management Reserve from 2022 Capital Budget deliberations.

Tender for Roof Replacement – 619 Bay St. Senior Centre

March 21, 2022

Page 2

Including engineering fees, the total estimated project cost is \$159,335.00, an overrun of \$3,335.00 of approved funding, which can be accommodated from operational budget if required.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated March 21, 2022 be received and that the tender submitted by Maverick & Son Exteriors and Consulting Services Inc. for Roof Replacement at 619 Bay St. Senior Centre at their tendered price of \$141,735 plus HST and that \$3,335 be redirected if required from operational budget to this project be approved.

By-law 2022-52 authorizing signature of the agreement appears elsewhere on the Council Agenda.

Respectfully submitted,

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

March 8, 2022

Project #: 21043

Mr. Rick Borean  
City of Sault Ste. Marie  
Community Development & Enterprise Services  
99 Foster Drive  
Sault Ste. Marie, ON  
P6A 5X6

**Subject: 619 Bay Street - Roofing Replacement Tender Report REVISED**

We have reviewed the tenders received by the City Clerk's office on Friday, February 25, 2022 for the above contract and comment as follows:

**1.0 Introduction**

The 619 Bay Street – Roofing Replacement project consists of reroofing approximately 3,900-ft<sup>2</sup> of flat roofing by method of recovering (in lieu of replacement) as the membrane substrate was in good condition and suitable for reuse. The scope of work generally consisted of removal of existing roof mounted equipment, ballast, and cap flashings and supply and install of new roofing system including but not limited to insulated roof recover boards, roof drain inserts, roof drains, single ply PVC roofing membrane, pre-finished metal cap flashings, and re-installation and connection of existing roof mounted equipment.

The tender advertisement was published in the Sault Star on Wednesday, February 2<sup>nd</sup>, and Saturday February 5<sup>th</sup> 2022 for notification of the public tender and the availability of the tender documents. The tender documents were also available for review at the Sault Ste. Marie Construction Association and the Consultant's office.

During the tender period, no questions were received from plan takers and no addenda were issued.

**2.0 Summary of Tenders**

Two (2) Contractors submitted tenders for subject project to the City Clerk's office prior to the closing time of 12:00 p.m. (noon) on Friday February 25<sup>th</sup>, 2022. The tenders were read at 9:00 a.m. on February 28<sup>th</sup> in the presence of the Karen Marlow and Madison Zuppa. They included the required tender deposit in the amount of 10% of the Total Tender Price and agreement to bond for performance security.

The following were the results of the submitted Total Tender Prices, excluding HST:

- |   |  |
|---|--|
| 1. Maverick & Sons Exteriors and Consulting Services Inc. | \$ 141,735.00 (adjusted – see Section 3.4) |
| 2. Pro-North Roofing                                      | \$ 166,563.00 (adjusted – see Section 3.5) |

The Total Tender Value for each tender includes a contingency allowance of 10% along with provisional items.



The Engineer's tender estimate for this Contract was \$126,500.00 (excl. HST) which was compiled based on prices from previous roof replacement contracts, considering inflated PVC prices. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached.

### 3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. The following specific comments are noted:

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. No errors were found, and the ranking of the Tenders did not change.
3. All tenderers provided an Agreement to Bond from a Surety Company certifying that they can obtain the required 100% Performance and 50% Labour and Material Payment bonds.
4. Maverick & Sons erroneously entered the after-tax amount on page 1 of the Bid Form (total bid). The error has been confirmed and the lump sum price has been adjusted to pre-tax amounts, reducing the total bid by 13%. This adjustment did not change the tender ranking.
5. Pro North Bid Form indicated the same unit cost and total cost on Item 7 where two (2) were required. Confirmation has been received the total cost was erroneous and should be double the cost shown. This results in a cost increase of \$4,950.00, and a contingency cost increase of \$495.00 (excl. HST).

### 4.0 Low Bidder Experience

The low bidder, Maverick & Sons Exteriors and Consulting Services Inc., is a local general contractor who specializes in commercial roofing replacements. Further they are associate members in good standing of the Ontario Industrial Roofing Contractors Association (OIRCA) and are certified by Sika Canada to install the specified Sarnafil roofing system.

Maverick & Sons have indicated in the Bid Form that all work will be done by their own forces except mechanical which will be completed by Batman Plumbing.

### 5.0 Tender Estimate

The low tender Total Bid of \$141,735.00 (excl. HST) is higher than the Engineer's tender estimate by \$15,235.00 or approximately 12%. The higher tender prices are attributable to PVC roofing project materials cost inflation. PVC roofing project materials have increased roughly 10% within the last year.

### 6.0 Conclusions

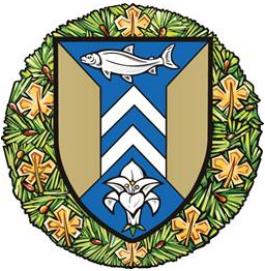
The construction budget for this project is approximately \$138,400.00 (excl. HST). It is recommended allocate the additional \$3,335.00 from operational budget if required.

Trusting the above information is acceptable, please do not hesitate to contact us if additional information is required.

Signed,

Andrew Mallette, P. Eng.  
Principal Engineer – Cenlo Engineering

Encl.



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Finance Department  
RE: Tender for Bulk Coarse Highway Salt

---

#### **PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Bulk Coarse Highway Salt, as required by the Public Works & Transportation Department for the Five (5) Winter Seasons 2022-2023; 2023-2024; 2024-2025; 2025-2026; and 2026-2027. Staff is seeking Council approval of the tender recommendation.

#### **BACKGROUND**

The tender was publicly advertised and tender documents were forwarded to all firms on our bidders lists. Opening of the tenders took place on February 23, 2022 with the Deputy City Clerk in attendance.

#### **ANALYSIS**

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

#### **FINANCIAL IMPLICATIONS**

Funding will come from Public Works & Transportation Winter Maintenance Accounts. Quantities ordered will vary in accordance with the actual requirements for each season.

#### **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 March 21, 2022 be received and the recommendation that the tender submitted by K+S Windsor Salt Ltd. for the supply and delivery of Bulk Coarse Highway Salt at their tendered price

Tender for Bulk Coarse Highway Salt

March 21, 2022

Page 2

of \$109.76 plus HST per tonne for the first season, with adjusted pricing as shown for the following four seasons be approved.

Respectfully submitted,

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

**SUMMARY OF TENDERS  
BULK COARSE HIGHWAY SALT - 5 SEASON SUPPLY CONTRACT**

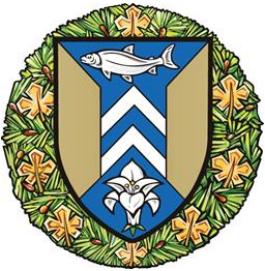
<u>Description</u>	Compass Minerals Canada Corp. Mississauga, ON			K+S Windsor Salt Ltd. Mississauga, ON	
	<u>Quantity in tonnes (estimate)</u>	<u>Unit Price</u>	<u>Total Price (H.S.T. extra)</u>	<u>Unit Price</u>	<u>Total Price (H.S.T. extra)</u>
<b>Supply &amp; Deliver Road Salt to the City's Storage Facility as required during the Winter Season</b>					
<b>Year 1 - 2022 - 2023 Season</b>	9,500	\$141.13	\$1,340,735.00	\$109.76	\$1,042,720.00
<b>Year 2 - 2023 - 2024 Season</b>	9,500	\$143.95	\$1,367,525.00	\$112.49	\$1,068,655.00
<b>Year 3 - 2024 - 2025 Season</b>	9,500	\$146.83	\$1,394,885.00	\$115.29	\$1,095,255.00
<b>Year 4 - 2025 - 2026 Season</b>	9,500	\$149.77	\$1,422,815.00	\$118.16	\$1,122,520.00
<b>Year 5 - 2026 - 2027 Season</b>	9,500	\$152.76	\$1,451,220.00	\$121.10	\$1,150,450.00

Note: The Quantity of Salt shown is an annual estimate based on past usage & is without quantity obligations.

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

It is my recommendation that the low tendered prices, submitted by K+S Windsor Salt Ltd., be accepted.

Karen Marlow  
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

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: **Karen Marlow, Manager of Purchasing**  
DEPARTMENT: Corporate Services  
RE: **Tenders for Equipment Purchase – Public Works**

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#### **Purpose**

Attached hereto for Council's information and consideration are the summaries of tenders received for the supply and delivery of various pieces of equipment required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

#### **Background**

The tenders were publicly advertised and tender documents forwarded to all firms on the bidders list. The closing date for submission of tenders was February 23, 2022 at 12:00 noon and tender openings were conducted the same day with the Deputy City Clerk in attendance.

#### **Analysis**

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – Public Works and the low tendered prices, meeting specifications, have been indicated on their respective summaries attached.

#### **Financial Implications**

The total purchase price for this equipment replacement is \$882,696.77 including non-rebatable HST.

In the 2021 capital budget, \$500,000 was approved for the purchase of two sanders. During 2022 Budget deliberations Council approved the allocation of \$1,384,830 for Public Works Equipment which included acquisition of this equipment, \$360,000 of which was approved for an additional sander.

As it is no longer the intention of Public Works to purchase the third sander in 2022 as per recommendation of the Fleet Services Review, the \$518,822 tendered amount can be accommodated within this allocation as can the remaining equipment listed.

Tenders for Equipment Purchase – Public Works

March 21, 2022

Page 2.

**Strategic Plan / Policy Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated March 21, 2022 be received and the recommendation that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

Two (2) Tandem Street Sanders,	T.M.S Truck Centre	\$ 518,822.00
One (1) 2-Ton Asphalt Hot Box,	Johnson Bros.	\$ 36,400.00
Two (2) 1-Ton 4 Door Dump Truck,	Commercial Truck Equip.	\$ 228,998.00
One (1) Triple Deck Riding Mower,	Turfcare Products	\$ 83,210.00

for a total amount of \$867,430.00 plus HST, be approved.

Respectfully submitted,

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

**SUMMARY OF TENDERS  
TWO (2) 66,000 GVW TANDEM SANDERS**

<u>Firm</u>	<u>Year, Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Rush Truck Centres Sault Ste. Marie, ON	2024 International HV607	520 w/days	not specified	Unit A - \$267,025.62 Unit B - \$266,025.65	Meets Specifications
TMS Truck Centre Sault Ste. Marie, ON	2023 Western Star 47X	unknown	5 yrs/241,500 km	Unit A - \$259,611.00 Unit B - \$259,211.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.

The total cost to the City will be \$527,953.27 including the non-rebatable portion of the HST for two units  
It is my recommendation that the tendered prices, submitted by TMS Truck Centre, be accepted.

Karen Marlow  
Manager of Purchasing

SUMMARY OF TENDERS  
ONE (1 ) 2-TON PORTABLE ASPHALT HOT BOX

Firm	Year, Make & Model	Delivery	Warranty	Total Tendered Price <u>after Trade-In Allowance</u> <u>(HST extra)</u>	Remarks
Amaco Construction Equipment Mississauga, ON	2022 Falcon 2T1B	60 w/days	1 yr	\$40,225.00	Does not meet specifications
Jade Equipment Co. Ltd. Oro-Medonte, ON	2022 Spaulding 2 ton RMV	125-145 w/days	1 yr	\$36,400.00	Does not meet specifications
Johnson Brothers Equipment Corp. Woodbridge, ON	2022KM International KM4000T	30 w/days	1 yr	\$36,400.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.

The total cost to the City will be \$37,040.64 including the non-rebatable portion of the HST

It is my recommendation that the tendered price, submitted by Johnson Brothers Equipment Corp., be accepted.

Karen Marlow  
Manager of Purchasing

**FINANCE DEPARTMENT  
PURCHASING DIVISION**

**Received: February 23, 2022  
File: 2022PWE-PWT-04-T**

**SUMMARY OF TENDERS  
TWO (2) 1 TON 4-DOOR DUMP TRUCKS**

<b><u>Firm</u></b>	<b><u>Year, Make &amp; Model</u></b>	<b><u>Delivery</u></b>	<b><u>Warranty</u></b>	<b><u>Total Tendered Price (HST extra)</u></b>	<b><u>Remarks</u></b>
Commercial Truck Equipment Woodstock, ON	2022 F450 Crew Cab c/w Dump Box	300 w/days	5 yr/160,000 km	\$114,499.00 per unit	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.

Although only one tender was received, it is deemed fair and equitable.

The total cost to the City will be \$233,028.36 including the non-rebatable portion of the HST for two units

It is my recommendation that the tendered price, submitted by Commercial Truck Equipment, be accepted.

Karen Marlow  
Manager of Purchasing

**SUMMARY OF TENDERS  
ONE (1 ) TRIPLE DECK RIDING MOWER**

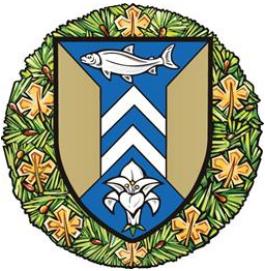
<u>Firm</u>	<u>Option</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
G.C. Duke Equipment Ltd Burlington, ON		2022 Jacobson HR800	10-15 w/days	2 yr	\$102,620.00	Does not meet Specifications
Turf Care Products Canada Ltd. Newmarket, ON	1	2022 Toro Groundmaster 5910	65 w/days	2 yr parts and labour	\$105,095.00	Meets Specifications
	2	2021 Toro Groundmaster 5910	35 w/days	2 yr parts and labour 3 yr drive train	\$83,210.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.

The total cost to the City will be \$84,674.50 including the non-rebatable portion of the HST

It is my recommendation that the tendered price, submitted by Turf Care Products Canada Ltd., be accepted.

Karen Marlow  
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

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: RFQ - Factory Rebuild of Trackless Municipal Tractor -  
Public Works

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#### Purpose

Attached hereto for Council's 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 this 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 vehicles are equipped with various readily changeable attachments for performance of these functions as well as other duties inside and outside of the winter control season. Public Works updates one of the municipal tractors in its fleet annually to ensure that reliable service and continuity of its fleet are maintained.

#### Analysis

The estimated purchase price of a new Trackless Vehicle equipped with the usual attachments is approximately \$172,050.00 plus HST after trade-in allowances for the existing machine. A factory rebuild will return an existing machine to like-new condition (with new attachments also to be ordered: snow blower, v-plow and sweeper), and is expected to realize a savings of approximately 15-20% over the useful life versus purchasing new.

The vehicle to be rebuilt would be from the City fleet and is the one unit that would be typically traded on 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 also considered by Public Works in their assessment. Based upon the analysis, Public Works recommends the rebuild option.

RFQ - Factory Rebuild of Trackless Municipal Tractor - Public Works

March 21, 2022

Page 2.

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 Source request is in accordance with the Purchasing By-Law 22(3) a) c) product is maintained by the manufacturer or its representative; 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**

A quotation of \$150,250.00 plus HST for the Factory Rebuild including shipping; plus snow blower, v-ploy and sweeper attachments (less trade-in allowances for attachments) has been submitted by Work Equipment Ltd. This will result in a total expenditure of approximately \$152,894.00 including the non-rebatable portion of HST.

During 2022 Budget deliberations, Council approved the allocation of \$1,384,830.00 for Public Works Equipment which included procurement of the rebuild for this particular piece of equipment.

The quoted amount can be accommodated within this allocation.

**Strategic Plan / Policy Impact**

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

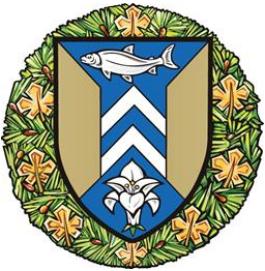
**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated 2022 03 21 be received and the recommendation of the acceptance of the quotation submitted by Work Equipment Ltd., in the amount of \$150,250 plus HST for the Factory Rebuild of a City-Owned Trackless Municipal Tractor plus attachments for the use by Public Works, on a sole source basis, be approved.

Respectfully submitted,

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



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Rachel Tyczinski, City Clerk  
DEPARTMENT: Corporate Services  
RE: Council Remuneration By-law Amendments

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#### **Purpose**

The purpose of this report is to obtain approval of amendments to the Council Remuneration By-law 2011-39.

#### **Background**

A report to Council regarding Council remuneration appeared on the February 22, 2022 Council Agenda.

Council did not approve the recommendation regarding payment of honoraria to Council appointees to external boards; however, other housekeeping amendments are required.

#### **Analysis**

By-law 2011-39 provides that a member of Council may elect not to receive the annual honorarium increase (being the average of wage settlements between the City and its management staff and employees in the CUPE units for that year). As this section has not been acted upon, it is recommended that it be removed from the by-law.

The by-law also provides that a local board on which a member of Council serves as a Council appointee shall remit to the City any salary to which the member of Council would be entitled as a member of the board; however, this has not been practice. As this section has not been acted upon, it is recommended that it be removed from the by-law.

By-law 2011-39 sets remuneration for members appointed to the Committee of Adjustment, Committee of Revision and Property Standards Appeal Committee. Members of the Fence Viewers Committee also receive remuneration and this should be added to the by-law (\$50/fence view). Remuneration for members of the Sault Ste. Marie Police Services Board is set out in the by-law; however, as this remuneration is set by Police, this section should be removed.

The *Municipal Act* refers to Council “remuneration” not “honoraria”. The current by-law uses both words. The word “honoraria” in section 1 should be replaced with the word “remuneration”.

Council Remuneration By-law Updates

March 21, 2022

Page 2.

**Financial Implications**

There are no financial implications.

**Strategic Plan / Policy Impact**

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

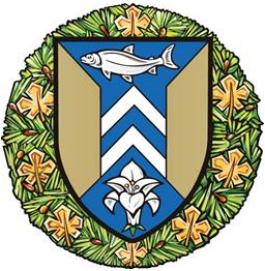
**Recommendation**

It is therefore recommended that Council take the following action:

The By-law 2022-49 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Rachel Tyczinski, City Clerk  
DEPARTMENT: Corporate Services  
RE: Procedure By-law Amendments 2022

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#### Purpose

The purpose of this report is to obtain approval of recommended amendments to Council's procedure by-law.

#### Background

Council's procedure by-law provides that the by-law shall be reviewed during the term of each Council by the Procedure By-law Review Committee.

The Procedure By-law Review Committee is composed of Mayor Provenzano, Councillor Dufour, Councillor Shoemaker, with CAO White, City Solicitor, City Clerk and Deputy City Clerk as resource.

#### Analysis

The City Clerk's office maintains a list of recommended procedural amendments based on trends in the municipal sector, reports from the Office of the Ombudsman, and changes to legislation (e.g. electronic meetings).

The Procedure By-law Review Committee met on February 9, 2022 (postponed from January 7, 2022) and on March 10, 2022. Correspondence was also received from two citizens, which is attached for the information of Council.

The Committee recommends the following amendments:

- a. Inaugural meeting date – as a result of the change in Council's term of office (*Municipal Act, 2001*);
- b. Regular meeting dates and times – to reflect current change to Council meeting schedule (Two options to be presented to Council for 2023 Council per September 21, 2021 resolution);
- c. Electronic meetings – to provide for hybrid meetings where members may participate electronically or in person (open and closed) and be counted for purposes of quorum; meetings of City Council and its boards and committees to be livestreamed for public viewing;
- d. Language – to articulate that no member shall use offensive words or unparliamentary language;

Procedure By-law Amendments 2022

March 21, 2022

Page 2.

- e. Confidentiality – to articulate rules regarding confidentiality;
- f. Electronic voting – to articulate that the electronic vote is the official vote and to provide that the result be read orally;
- g. Presentations/Delegations – to differentiate between presentations to Council (informational presentations by organizations or community groups) and delegations to Council (regarding items on the Council Agenda);
- h. Delegations – to set out a process for delegations regarding items appearing on the Agenda; length of delegations (three minutes); and specify rules regarding requests to be heard without notice;
- i. Agenda order – to add a land acknowledgement as Agenda item 1;
- j. Consent Agenda – to articulate the consent Agenda process; to provide that appointments to Boards and Committees may be made by a motion on consent;
- k. Addendum – to articulate the Addendum process;
- l. Petitions – to articulate requirements for a petition to Council and a process to place petitions on a correspondence Agenda;
- m. Regulatory by-laws – to provide that public notice be required prior to adoption of a regulatory by-law;
- n. Boards and committees of Council
  - to articulate that board and committee members are subject to provisions of the *Municipal Act, 2001*, and the *Municipal Conflict of Interest Act*;
  - process regarding absences from meetings;
  - appointment policy which was previously an appendix to the procedure by-law has been moved into the body of the by-law;
  - appointments not limited to eligible electors only unless required by statute
  - no citizen appointed to more than five boards or committees;
  - no City employee as voting members (excluding task forces);
  - process for simultaneous recorded votes in an electronic meeting;
  - requirement for police record checks for members with direct contact with vulnerable individuals or cash handling.
- o. Electronic devices – requiring that electronic devices be set on an inaudible setting during open or closed sessions;
- p. Attendance in chamber – providing that no one except members of Council or appointed officials be permitted within the “horseshoe” during a meeting without permission;
- q. Anonymous communications – articulating that anonymous communications are not circulated to Council or retained as an official record;

r. Grammatical and formatting changes.

**Financial Implications**

There are no financial implications to the adoption of the procedure by-law.

**Strategic Plan / Policy Impact**

The procedure by-law reflects Council's stated value of accountability and transparency.

**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2022-100 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

Respectfully submitted,

Rachel Tyczinski

City Clerk

705.759.5392

[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)

## Rachel Tyczinski

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**Subject:** FW: Procedure By-law Review

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**From:** Mark Brown  
**Sent:** Tuesday, January 4, 2022 8:15 AM  
**To:** Rachel Tyczinski <r.tyczinski@cityssm.on.ca>  
**Cc:** Madison Zuppa <m.zuppa@cityssm.on.ca>  
**Subject:** Re: Procedure By-law Review

Good morning Clerk Tyczinski,

Merry new year, and thanks again for alerting me to the date, place and Agenda of the Procedure By-law Review Committee (Task Force).

Understanding that the new practice (authorized by whoever unbeknownst to the rest of us) is that Video Conference Meetings with no advertised physical address will be advertised as being held at "the City's Youtube channel <https://www.youtube.com/user/SaultSteMarieOntario> ( and on Shaw Channel 10 in the case of City Council)", and having read the proposed changes to the our Procedure By-law 2013-100 contained in the Agenda for the Procedure By-law Review Committee (Task Force) published on the Corporate Calendar of the City's website there is a fundamental problem in terms of complying with the Open Meeting requirements of the Municipal Act.

Fundamental in that with the new practice of every Council or Committee of Council Video Conference Meeting advertised as being held at the City's Youtube Channel, and the adoption of the changes to our Procedure By-law no citizen has the opportunity to use s. 24.9 of our Procedure By-law: "Opportunity to be hear [in the meeting] without prior notice".

This deficiency is exacerbated by the proposed new addition to our Procedure By-law which reads,

"Electronic Devices

Each member shall place any electronic devices on an inaudible setting during any open or closed meeting."

This exacerbates the deficiency because the Chair of the Meeting goes incomunicado during the meeting, and is, therefore, incapable of accepting a request by the viewing citizenry to request to speak at the meeting when no prior notice had been given under the auspices of s. 24.9 of our Procedure By-law

To fix these Open Meeting problems two changes must be incorporated into our updated Procedure By-law for all Video Conference meetings that do not permit citizens to freely attend at any time during the meeting:

1. The Chair must keep an electronic communication tool powered on during the entirety of the meeting, and
2. the address at which the Chair can be contacted during the meeting so that a member of the viewing public can exercise their Procedure By-law 2013-100 s. 24.9 right (raise their hand and make a request of the Chair to speak to the members of the meeting) must be published with the published Agenda with an explanation for its use.

That's all that needs to be done, and you can continue to advertise the place of these meetings at the City's Youtube Channel.

Or you can update the Procedure By-law by eliminating s. 24.9, but that would cast a negative light on this Council and this Mayor with respect to their belief and desire, or lack thereof, to provide meaningful opportunities to publicly inform the decisions their elected representatives make. However minuscule those opportunities are given our Procedure By-law. I would advise against this elimination of s. 24.9 solution. It may not even be legal, and that would be disastrous for our elected representatives.

Those are my thoughts, and feel free to include them as correspondence to the rest of the Procedure By-law Review Committee and City Council when the Task Force's final Recommendations are sent to City Council for approval.

Have a great day, Clerk Tyczinski, and thanks so much for your help with this.

Sincerely,  
Mark Brown  
Citizen of Sault Ste. Marie

.

On Fri, Dec 31, 2021 at 3:14 PM Mark Brown <[markandrewbrown333@gmail.com](mailto:markandrewbrown333@gmail.com)> wrote:

Thanks Clerk Tyczinski,

I appreciate the notification, and the posting of the Agenda for the January 7, 2022 Procedure By-law Review Committee (Task Force) meeting, and am happy, in this case, to view the meeting on the city's youtube channel without the opportunity to request to speak to the Task Force "without prior notification" (Procedure By-law 2013-100 section 24.9), but may request of you, during the meeting, to attend the meeting by getting the Zoom Meeting Id and Passcode from you, or Deputy Clerk Zuppa, if there is something I should hear during that meeting that I would like to address the Task Force about under the auspices of 2013-100 s. 24.9 if that is okay?

If that is not okay can you please let me know, with the reason it is not okay, some time between now and the meeting.

Thanks for your help with this, Clerk Tyczinski, and have a super rest of your day, and a Happy New Year's celebration tonight!!

Best regards,  
Mark Brown  
Citizen of Sault Ste. Marie

On Fri, Dec 31, 2021 at 2:36 PM Rachel Tyczinski <[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)> wrote:

Good afternoon Mark

The Procedure By-law Review Committee will be meeting on Friday, January 7, 2022 at noon. The meeting will be livestreamed on the City's Youtube channel.

The Agenda will be posted to the corporate calendar on Tuesday, January 4, 2022.

**Rachel Tyczinski**

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

**CITY OF SAULT STE. MARIE**

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca)



Individuals who submit written correspondence or information to the City should be aware that any personal information contained in their communications may become part of the public record and made available to the public through the Council Agenda process or that of a committee of Council or a local board.

To Procedure By-law Review Committee,

I would like to submit the following suggestions for your consideration.

### **Part 1- Suggestions from the City of Greater Sudbury**

The following are suggestions from the City of Greater Sudbury's Procedure By-Law of items I think the current by-law is missing and should be added in some way.

<https://www.greatersudbury.ca/city-hall/by-laws/by-law-pdfs-en/c-by-law-2019-50/>

#### **Friendly Amendment**

These do not exist within any rules of procedure but it frequently happens, would be helpful to make this way of easily amending a motion permanent.

"Friendly Amendment" means a proposal by a Member to make a minor amendment to a motion.

#### 19.04 Motions - Friendly Amendments

After a motion has been read, a Member may propose a friendly amendment, following which the mover may:

- (1) accept the friendly amendment, in which case the motion shall be read incorporating the amendment; or,
- (2) reject the friendly amendment, in which case it may be presented as an amendment.

#### **Public Hearings**

There are no rules of procedure for public meetings within the current city by-law. I have excluded the portions from Sudbury's about committees and changed the time limit to 5 minutes as 10 minutes is too long. My personal favourite part is that any member who is not present for the entire public hearing is not entitled to vote, ensuring that members must be present for presentations from the public. This should clean up public meetings and ensure the rules are clear for everyone.

#### 9.01 Rules – Precedence

When a hearing is required by statute or by-law, the rules set out in this Article shall apply and shall take precedence over any other provision to the contrary in this By-law.

#### 9.02 Announcement By Chair

The Chair shall commence the hearing by announcing the fact that the matter is a public hearing, describing the particular subject matter and the fact that any person who wishes to speak on the matter shall be allowed to do so.

#### 9.03 Order of Speakers

The order of speakers shall be:

1. Staff;
2. Applicant/appellant; and
3. Anyone else who wishes to speak on the matter

#### 9.04 Time- Limitation

Speakers will be limited to no more than 5 minutes to address the Members.

#### 9.05 Limitation on Motions

Once a hearing has begun, no motion shall be read or voted upon until all persons wishing to address the hearing have had the opportunity to do so, with the exception of reasonable motions to recess and motions to adjourn and defer the hearing to a later date, where it is apparent, due to the significance of the matter and the number of speakers wishing to address the Members, that the hearing cannot be completed during the current Meeting.

#### 9.06 Members - Late Arrival - Early Departure

Should a Member arrive after a public hearing has commenced, or leave before the public hearing is complete, the Clerk shall record this in the minutes and the Member shall take no part in the vote on any recommendation or motion for such public hearing.

#### 9.07 Deferral/Continuation

Where a public hearing is to be deferred and continued at a later date, the Chair shall inform the persons present of the time and place of the continuation. Where the date and time for the continuation is not yet known, notices of the continuation shall be sent to every person who leaves their name and address with the Clerk and those persons who have already provided the Clerk with a written request for such notice.

#### 9.08 Conclusion of Hearing- Announcement

The Chair shall conclude the hearing by announcing that the public hearing portion is complete and that the Memebers will now discuss and vote on the matter.

#### 9.09 Following Announcement- No Further Submissions

Following this announcement, no further submissions shall be accepted by Members or staff from any applicant/appellant or members of the public, and the matter shall be discussed and voted on by all Members present for the public hearing.

### **9.13 No Submissions while Discussing Minutes**

While discussing or confirming the recommendations from a public hearing or any resulting by-law, it is not in order for Council to hear from the applicant/appellant or any other person.

### **9.14 Post-Hearing Submissions**

Notwithstanding any other provision of this By-law, where a public hearing is complete, it is not in order:

- (1) for the Clerk to circulate written or oral submissions from the applicant or any other person that were not already presented during the hearing; and
- (2) for a Member to receive or circulate written or oral submissions from the applicant/appellant or any other person that were not already presented during the hearing.

### **9.15 Changed Planning Act Application - Whether Hearing Required**

If Council sees fit to consider an application pursuant to the *Planning Act*, as amended, that is materially different from the request originally applied for, Council or the Planning Committee shall first decide whether a further public meeting should be held.

## **Consent Agenda**

There is no section in the procedure by-law on how the consent agenda works, this would formalize what happens.

### **13.01 Introduction by Motion**

The Clerk shall prepare one motion to approve all of the items contained in the consent agenda except where a Member has declared a pecuniary interest in which case any such matter shall be introduced and voted upon separately. Prior to voting, Members shall be given the opportunity to ask questions regarding any matter on the consent agenda.

### **13.02 Member Wishing to Debate and Pull for Separate Vote**

Any Member who wishes to debate and have a separate vote on any item(s) set forth in the consent agenda motion shall so advise the Chair, following which:

- (1) the item(s) shall be separated from the consent agenda motion;
- (2) the main consent agenda motion shall be voted on;
- (3) amendments to the separated item(s) may be proposed during the course of the debate; and,
- (4) each separated item shall be voted on individually.

## **Decorum**

There is not a single section that consolidates all rules of the meeting for decorum. There are also no rules for members of the public. I also saw in the staff suggestions how they don't want the public entering the horseshoe which is done in this. There is already a method for the chair to expel anyone from the meeting but the rules for the public are again not clear.

### **23.01 General**

The following Rules of Decorum shall apply to Meetings, as indicated:

(1) No person shall:

- (a) speak disrespectfully of any other person or office;
  - (b) use offensive words or unparliamentary language;
  - (c) address remarks to anyone but the Chair;
  - (d) interrupt a person who has the floor;
  - (e) engage in disruptive or distracting behaviour in such manner as to interrupt the proceedings;
  - (f) come onto the Council floor or within the enclosure formed by the Member's Council tables during meetings, without permission from the Chair;
  - (g) display signs, placards or props; or
  - (h) disobey the rules set out in this By-law or rulings made by the Chair.
- (2) In addition to the above, no Member shall:
- (a) speak on any subject other than the subject in debate;
  - (b) interrupt a person who has the floor, except to raise a point of order or information, or a question of privilege;
  - (c) leave their seat while a vote is being taken until the results are declared; or
  - (d) enter a meeting while a vote is being taken.

### **Part 2- Personal Suggestions**

#### **Release of Agenda to Public**

23.5- Add a specific time to this section, for example, noon.

#### **Committee Agendas**

This is no section addressing when the committee agenda should be released to the public.

#### **Recesses**

There is no way for the chair of the meeting to call a short recess without a motion. This is usually a power given to the chair to allow for short washroom breaks during the meeting without the need for a vote. This should be added somewhere.

### **Committee of the Whole**

Deletion of 26.1c.

Amendment of 26.1g to delete “In taking the yeas and nays, the names of the members shall not be recorded, nor shall”

Votes should be recorded during Committee of the Whole following the procedure for regular council. With electronic voting, it is simple and quick to have the votes recorded. The only matter usually referred to Committee of the Whole is the budget, and this is a hugely important piece of policy. Votes should be recorded so the public can go back and see how their Councillors voted to spend the City’s money. Budget time also sees the greatest number of votes that are not unanimous further the need for recorded votes. The public should not have to rely on the media to count the hands to know how their representatives voted on such important matters. Overall, I hope that recorded votes can be brought to the Committee of the Whole to ensure open and transparent democracy.

Thank you for considering my suggestions,

Noah Edwards

## Rachel Tyczinski

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**Subject:** FW: Finance Committee Meeting

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**From:** Mark Brown <markandrewbrown333@gmail.com>

**Sent:** Tuesday, February 8, 2022 3:58 PM

**To:** Rachel Tyczinski <r.tyczinski@citysm.on.ca>

**Subject:** Re: Finance Committee Meeting

Good afternoon Clerk Tyczinski,

Can you please include this email chain as a followup piece of correspondence to be included in the Agenda of the Procedure By-law Review Committee (Task Force) Meeting, please and thank you.

This is a perfect example of what I was saying about how when the Chair of a Council, or Committee of Council meeting goes incommunicado (like they would if the Chair is forced through the updated Procedure By-law by requiring, "**Each member shall place any electronic devices on an inaudible setting during any open or closed meeting**"

Here's what happened.

I wanted to attend the Jan. 28, 2022 Finance Committee meeting, but I arrived 10 minutes late after the start of the meeting, and saw that the Finance Committee meeting was not being live streamed at the moment I arrived. So I sent out an email to get the Zoom Meeting ID, and passcode to get into the Finance Committee meeting, which I assumed was late in starting. I did not get a response because the Chair was incommunicado, in this case, because in the middle of the meeting they went into Closed Session, and then re-emerged to finish off the meeting unbeknownst to me because there was no livestream when I was watching, but which I found out that there was a Finance Committee meeting, but it was recorded in two parts - before going into closed session, and after going into closed session as evidenced on the city's Youtube Channel seen here:

[Jan. 28, 2022 Finance Committee Meeting Recording Part 1](#)

[Jan. 28, 2022 Finance Committee Meeting Recording Part 2](#)

First, I would suggest that if a Council, or Committee of Council meeting goes into closed session in the middle of their meeting (i.e. before Adjournment) **that the cameras keep rolling** so that those of us who do not make it to the meeting at the start can know that there is a meeting going on even though there is nobody present in the live stream.

Second, with the emails below, and the recordings above, I have illustrated that I was barred from entry to this meeting because the Chair was incommunicado, and the only other people I emailed in order to get into the meeting were unavailable to give me the Meeting ID, and Passcode of the Zoom Finance Committee meeting when I requested it (this is a violation of the Open Meeting requirements of the Ontario Municipal Act because, as **Eliza Coogan of the Ombudsman's office now fully understands after our conversation yesterday**, our Procedure By-law contains section 24.9 which **requires** that I be given the opportunity to PUBLICLY ask the Chair of the meeting if I can speak to the assembled members as has been the case every single solitary time I have used this provision of our current Procedure By-law in face to face meetings of City Council and

Committee of Council meetings... the process should not change to the point of being eliminated because we are now using Zoom and Hybrid meetings of City Council and Committees of Council)

Long story short: An electronic device that the Chair can answer and/or receive requests from of the public to attend the Zoom meeting in order to POTENTIALLY ask a question or give an idea where no prior notice has been given (PBL 2013-100 s. 24.9), not just watch the meeting, **must** be made available to the public in the meeting Agenda so as to keep the meeting Open.

If not, the meeting will be considered improperly Closed by the Ombudsman's Office, and will be subject to Official admonishment by that Office.

**Bottom Line:** Force the Chair of Meetings, **through this Procedure By-law Update**, to keep one of their Electronic Devices unsilenced, and publish the phone number, or email of that device in the Agenda for the viewing public to call if they would like to ask the Chair to address the meeting members as per s. 24.9 of our current Procedure By-law 2013-100. Everybody else's Electronic Devices should be put on an inaudible setting as the original change in the Procedure By-law Review Committee (Task Force) Agenda suggests.

Sincerely,  
Mark Brown  
Citizen of Sault Ste. Marie

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RE: Amended Procedural By-Law

I will be focusing on the new section regarding delegations (section 26). The Clerk in their report commented that many other municipalities have public delegations. But this neglected the fact that many municipalities have been trying to limit public delegations in favour of written comments or constitutions reaching out directly to their councillor. Delegations may seem to be a way to further engage the public, but there are many better ways the public can engage with Council. I do not believe public delegations should be allowed to Council meetings as they will further extend meeting times. The Clerk has smartly suggested a time limit of 3 minutes per delegation but with say 10 delegations that could mean 30 minutes if everyone used the full time plus transition between speakers. For major items on Council, there could be many delegations, taking up a significant amount of time during the meeting. This will result in meetings lasting longer than 5 hours and possibly meetings having to be adjourned before completing the entire agenda. I don't know what isn't working about the current manner, people can reach out to Members of Council through email or phone call. This method also allows for the Member of Council to engage directly with the constituent personally.

I will give the example of the City of Peterborough, where I am currently attending university. They allow delegations a maximum of 5 minutes and have just recently limited delegations to 10 per agenda item. Before the later change, in July the delegations lasted at least 4 hours as there were a few key items on the agenda. The meeting later had to be recessed until later in the week. The city has been actively trying to reduce delegations with the item limitation but has opened an online forum where people can submit written comments which are then forwarded to Council. This is to reduce the length of Council meetings while ensuring the public can be involved.

I would also suggest that section 26.10 be amended to include a time limit for delegations (I would suggest 5 minutes) at a statutory public meeting to ensure planning meetings are not excessively long.

Overall, I do not think public delegations should be allowed at Council until a more fulsome discussion is had about engagement with Council. Allowing delegations would significantly increase the length of meetings and delegations are not needed when people can call or email their councillors. I do want to sit through public delegations while watching Council Meetings. An online form to submit written comments to all of the Council could also be useful instead of this addition. I hope this section of the by-law is not included and that Council has a larger discussion surrounding civic engagement.

Thank you,  
Noah Edwards



**The Corporation of the City of Sault Ste. Marie**  
**Procedure By-law 2022-100**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 20132022-100**

**COUNCIL PROCEDURE:** A by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 238 of the *Municipal Act, 2001*, and amendments thereto, ENACTS as follows:

**1. Rules of Procedure Adopted**

- 1.1 In all proceedings had or taken by the Council the following rules and regulations shall be observed, and shall be the rules and regulations for the order and dispatch of business of the said Council.
- 1.2 This by-law shall apply to and govern the calling and proceedings of meetings of local boards and committees as defined in section 238 of the *Municipal Act, 2001*, that is:
  - “committee” means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards;
  - “local board” does not include police services boards or public library boards
  - “meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them, where:
    - (a) a quorum of members is present, and
    - (b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.~~[amended by By-law 2019-192]~~
- 1.3 In keeping with the definition of a “local board” in the *Municipal Act, 2001*, this by- law does not apply to a conservation authority.
- 1.4 The Procedure By-law shall be reviewed during the term of each Council by establishing a Procedure By-law Review Committee initiated by the City Clerk.~~[amended by By-law 2019-192]~~

**DUTIES OF THE MAYOR**

**2. Head of Council**

- 2.1 *Mayor Presides*  
The Mayor, being the head of the Council, shall preside at all meetings of the Council and shall be addressed as Mr. Mayor or Madam Mayor as the case may be.
- 2.2 *Right to Vote*  
The head of Council (except where the head of Council is disqualified to vote by reason of conflict of interest or otherwise) may vote with the other members on all questions. Any question on which there is an equality of votes shall be deemed to be defeated.
- 2.3 *State Facts and Position Without Leaving Chair*

The head of Council may state relevant facts and ~~his or her~~their position on any matter before Council and may debate the question before Council without leaving the Chair.

#### 2.4 *Information to Council Without Leaving Chair*

The head of Council may, without leaving the Chair, address the Council between proceedings on any matter which the head of Council deems pertinent to the business of the municipality.

#### 2.5 *Acting Mayor*

At the first regular meeting of Council in its term, a by-law shall be placed on the Agenda to designate a rotation list for Acting Mayor. Each Councillor shall be assigned a month of the year during which that Councillor shall act in the event that the Mayor:

- a) does not attend at a meeting within fifteen minutes after the time appointed for the meeting;
- b) has informed the City Clerk that ~~he/she~~they will be late to the meeting;
- c) is unable to chair the meeting or a portion thereof due to the provisions of the *Municipal Conflict of Interest Act*;
- d) cannot attend to the business duties of the position of Mayor due to illness or absence;
- e) refuses to act; or
- f) if the Mayor's office is vacant.

These provisions only extend to the Acting Mayor presiding at Council Meetings.

~~[amended by By-law 2019-192]~~

The rotation list shall be determined by lot drawn by the City Clerk.

#### 2.6 *Amendment to List of Acting Mayors*

A motion to amend the rotation list of Acting Mayors may be made without notice upon the written consent of the Councillor directly concerned.

### **MEETINGS OF COUNCIL**

#### **3. Inaugural Meeting**

##### 3.1 *Date*

The inaugural meeting of the newly elected Council following a regular election shall be considered the Council's first meeting and shall be held on ~~the first Monday in December in each election year. (or as near as practicable after)~~ the 15<sup>th</sup> day of November.

The City Clerk shall be responsible for the content of the Agenda of the inaugural meeting. The contents of the Agenda shall be as follows:

- a) Opening of the Meeting (opening ceremonies)
- b) Mayor's Declaration of Office and Oath of Allegiance
- c) Councillors' Declarations of Office and Oaths of Allegiance
- d) Mayor's Inaugural Address
- e) Councillors' Inaugural Addresses
- f) Adjournment

### **3.2 Seating of Members**

Prior to the inaugural or first meeting of the Council in each election year the order of seating of Council members shall be determined in the following manner. So long as members are elected from wards and the chamber is divided into two sides or rows, one member from each ward shall be seated in each row or side. The member with the greatest seniority of continuous service shall be seated at the end of the row or side closest to the head of Council. Where seniority is equal, seating shall be determined alphabetically by last name. -The order of seating shall remain in effect for the whole of the term.

## **4. Regular Meetings**

### **4.1 Date and Time**

~~The regular~~Regular meetings of Council shall be held at 4:30 p.m. ~~twice per month on Monday except during the months of July, August and December when regular meetings of Council shall be held on Mondays at 4:30 p.m. once per month on Monday approximately three week intervals.~~ Where a Council meeting would fall on a holiday Monday, the meeting shall take place the next day, being the following Tuesday.

### **4.2 Length of Meeting**

No meeting of Council shall exceed five (5) hours in length, including breaks, but excluding any portion of the meeting closed to the public. At the five (5) hour mark, the City Clerk shall call for a resolution to suspend the provisions of this by-law. Unless that resolution passes by a two-thirds vote of the members of Council present, Council shall adjourn the meeting.

### **4.3 Cancellation**

Despite the provisions of section 4.1, the head of Council may, after consulting with other members of the Agenda Review Committee, cancel a regular meeting of Council if, in ~~his or her~~their opinion, the items proposed for the Agenda are not of sufficient importance or urgency to warrant the holding of a meeting. Notice of such cancellation shall be posted to the City's web page and distributed to the media electronically as soon as possible.

### **4.4 Changing Date or Time**

The Council may change the time or date or both of a regular meeting of Council by passing a resolution at a meeting preceding the proposed meeting. Notice of such cancellation shall be posted to the City's web page and distributed to the media electronically as soon as possible.

### **4.5 Notice**

Notice of meetings of Council, local boards and committees will appear on the City's web page.

### **4.6 Place of Meeting**

All regular meetings of the Council shall be held in the Council Chambers unless the Council has by resolution appointed some other place.

#### **4.6.1 Electronic Participation**

~~to allow for electronic participation in open~~Open and closed meetings of ~~City~~ Council (and its boards and committees) ~~and that members may take place physically or electronically or a hybrid of both.~~ Members who participate in open or closed meetings electronically shall be counted for purposes of quorum ~~as per Subsections 238 (3.1) (3.3) (3.4).~~ Electronic meetings of Council and its boards and ~~(3.5) of the Municipal Act, SO 2001 c.25 as amended.~~ [Amended by By-law 2020-144] committees shall be livestreamed for public viewing.

#### 4.7 *Commencement of Proceedings*

As soon after the ~~hours~~scheduled time of the meeting as there is a quorum present, the head of Council shall call the members present to order.

#### 4.8 *Quorum*

A majority of the whole number of members required to constitute the Council shall be necessary to form a quorum, and no meeting shall be held or continue unless a quorum is present except as provided for in the *Municipal Conflict of Interest Act*.

#### 4.9 *Quorum Lacking – Adjourn*

Unless a quorum is present, within thirty minutes after the time appointed for the meeting of Council, the Council shall stand adjourned either until the next regular scheduled meeting or until a special meeting is called to deal with the matters intended to be dealt with at the adjourned meeting. The City Clerk shall record the names of the members present at the expiration of the thirty minute time limit in the minutes.

#### 4.10 *Meetings Open to Public*

Meetings shall be open to the public and no person shall be excluded therefrom except for improper conduct. An electronic meeting is open to the public when it is livestreamed for public viewing.

#### 4.11 *Electronic Recording*

Any person may make an electronic recording of Council or committee meetings provided that the activity does not, in the opinion of the Chair, interfere with the proceedings or interfere with Council sanctioned recording of the meeting. ~~[Enacted by By-law 2014-18]~~

#### 4.12 *Declarations of Conflict of Interest*

Written declarations of a Conflict of Interest are required for open and closed meetings. A registry of the declarations shall be made available for public inspection. ~~[enacted by By-law 2019-192]~~

### 5. Closed Session

#### 5.1 *Municipal Act Provisions*

Notwithstanding the provisions of section 4.10 above, and pursuant to the provisions of the *Municipal Act, 2001*, a meeting or part of a meeting may be closed to the public if the subject matter being considered is:

- a) the security of the property of the municipality or local board;
- b) personal matters about an identifiable individual, including municipal or local board employees;

- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- d) labour relations or employee negotiations;
- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them; ~~[amended by By-law 2019-192]~~
- i) a trade secret or scientific, technical, commercial financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the ~~contractual~~contractual or other negotiations of a person, group of persons, or organization; ~~[amended by By-law 2019-192]~~
- 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; or ~~[amended by By-law 2019-192]~~
- k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board; ~~[amended by By-law 2019-192]~~
- l) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13(1) of this Act, or the investigator referred to in subsection 239.2 (being the section authorizing appointment of a closed meeting investigator). ~~[amended by By-law 2019-192]~~
- m) A meeting shall be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the Council, board, commission or other body is the head of an institution for the purposes of that Act.

## 5.2 Educational or Training Sessions

A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

- a) the meeting is held for the purpose of educating or training the members.
- b) at the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council, local board or committee.

## 5.3 Recording Closed Sessions ~~[enacted by By-law 2015-86]~~

Closed sessions of Council shall be recorded using digital audio-video recording technology. - The City Clerk's department shall be responsible for the care and retention

of the resulting records. -This provision is not intended to apply to local boards and committees of Council.

#### 5.4 *Voting* ~~[enacted by By-law 2019-192]~~

Voting is not permitted in a closed meeting unless the vote is for a procedural matter or for giving directions or instructions to officers, employees or persons retained by or under contract with the municipality.

#### 5.5 *Closed Meeting Investigation*

Should a report be issued by a closed meeting investigator ~~which finds~~finding that a meeting or part of a meeting that was the subject of an investigation by that person appears to have been closed to the public contrary to section 239 of the Municipal Act, 2001 or to this procedure by-law, Council must pass a resolution stating how it intends to address the report.~~[enacted by By-law 2019-192]~~

### 6. Special Meetings

#### 6.1 *Calling*

A special meeting of Council may be called in one of the two following ways:

- a) the head of Council may at any time summon a special meeting; or
- b) upon receipt of a petition of the majority of the members of Council, the City Clerk shall summon a special meeting for the purpose and at the time and place mentioned in the petition.

#### 6.2 *Notice to Members of Council*

Notice of special meetings setting forth the matter or matters to be considered shall be given to all members of Council either:

- a) by email or delivery to each member of Council at ~~his/her~~their home or place of business not less than six hours in advance of the time fixed for the meeting; ~~[amended by By-law 2019-192] or~~
- b) by such other manner as the head of Council shall direct.

#### 6.3 *Notice to the Public*

Notice of special meetings shall be posted to the City's web page and distributed to the media electronically as soon as possible.

#### 6.4 *Full Explanation in Notice*

Council shall not be competent to consider or decide any matter at a special meeting unless it has been fully explained in the notice calling the meeting. This provision may be waived upon consent of all of the members of Council present, which shall be recorded in the minutes.

#### 6.5 *Emergency Meetings*

On urgent and extraordinary occasions, with the verbal consent of two-thirds of all members of Council, an emergency meeting may be held and in this case the notice provisions of subsection 6.2 and 6.3 do not apply.

### RULES OF CONDUCT AND DEBATE

### 7. Rules of Procedure

**7.1 Head of Council Presides**

The head of the Council shall preserve order and decorum, and decide questions of order, subject to an appeal to the Council.

**7.2 Address the Chair**

Any member desiring to speak shall, when seated, so signify a desire by fully extending ~~his or her~~their arm until the attention of the head of Council has been received and, upon being recognized by the head of the Council, shall address the Chair. When a member is speaking, no other member shall hold discourse which may interrupt the member speaking nor interrupt ~~him or her~~them except to raise a point of order.

**7.3 Two Members Recognized**

When two or more members signify their intention to speak in accordance with section 7.2, the head of Council shall recognize the member who first signified an intention and shall note and next recognize other members who have so signified their intention in the order in which they have signified their intention. The decision of the head of Council is final.

**7.4 Disrespectful or Irrelevant Speech**

No charge shall be made ~~which involves~~involving the character or conduct or language of a member of the Council unless such member is present to reply or unless due notice has been given to that member to be present to defend ~~himself or herself~~themself.

**7.5 Questions ~~Which That~~ Shall Not be Put**

A member shall not:

- a) put a question ~~which that~~ contains epithets;
- b) put a question ~~which that~~ publishes the names of persons, or contains statements not strictly necessary to render the question intelligible, or contains charges which the member who asks the question is not prepared to substantiate; or
- c) renew a question when it has been fully answered.

**7.6 Points of Order**

Whenever any point of order or matter of urgency arises, it shall be immediately taken into consideration by the head of Council.

**7.7 Rulings on Points of Order**

When the head of the Council is called upon to decide a point of order or procedure, the point shall be stated without unnecessary comment, and ~~he or she~~they shall state the rule or authority applicable to the case.

**7.8 Privilege, Point of Order – Members Called to Order – Appeal**

A member who desires to address Council upon a matter ~~which that~~ concerns the rights or privileges of the Council collectively, or of ~~himself or herself~~themself as a member thereof, shall be permitted to raise such matter of privilege. A matter of privilege shall take precedence over other matters. While the head of Council is ruling on the point of privilege, no one shall be considered to be in possession of the floor.

**7.9 Violation of Rules of Procedure**

A member who desires to call attention to a violation of the rules of procedure shall ask leave of the head of Council to raise a point of order. When leave is granted, the member shall state the point of order with a concise explanation following which the member shall remain seated until the head of Council has decided the point of order. The speaker in possession of the floor when the point of order or privilege was raised shall have the right to the floor when debate resumes.

**7.10 Member Called to Order**

A member called to order by the head of Council shall not speak again without the permission of the head of Council unless to appeal the ruling of the head of Council.

**[amended by By-law 2019-192]**

**7.11 Appeal to Council – Privilege, Point of Order**

The decision of the head of Council on a matter of privilege or point of order shall be final, subject to an immediate appeal by a member of Council.

**7.12 On Appeal – Head of Council to Provide Reasons**

If the decision is appealed, the head of Council shall give concise reasons for ~~his or her~~their ruling and Council shall decide the question without debate. The decision of Council is final.

**7.13 Motions Out of Order**

Whenever the head of Council is of the opinion that any motion offered to the Council is contrary to the provisions of this by-law, the head of Council shall advise the members thereof immediately and quote the rule or authority applicable. Argument or comment shall not be permitted. Unless the ruling of the Chair is appealed to the Council the motion shall not be put.

**7.14 Conduct of Members**

A member shall not:

- a) disobey the provisions of this by-law or decision of the head of Council or Council on questions of order or practice or upon the interpretation of the rules of procedure; or
- b) breach parliamentary decorum.

**7.15 Member Who Persists In Breach**

A member who persists in a breach of the foregoing subsection, after having been called to order by the head of Council, shall leave ~~his or her~~their seat for the duration of the meeting, but in case of apology being made by the offender, ~~he or she~~they may, by resolution of the Council, be permitted forthwith to resume ~~his or her~~their seat.

**7.16 Question Read**

Any member may require the question under discussion to be re-read for clarification at any time during debate but not so as to interrupt a member while speaking.

**7.17 Speak Once – Reply**

A member shall not speak more than once on a matter without leave of Council except:

- a) in explanation of a material part of the speech which may have been misunderstood; or
- b) in reply after everyone else wishing to speak has spoken, provided that member is the mover or seconder of the motion.

#### **7.18 Length of Speech**

No member shall, without leave of the Council, speak to any question, or in reply, for longer than five minutes.

#### **7.19 Close Debate**

A motion to close debate takes precedence over any amendment or debate of the motion to which it applies. Debate ceases until the motion to close debate is decided.

#### **7.20 Member Leaving Chamber**

In the event that a member intends to leave the Chamber and not return, prior to adjournment of a meeting, where practicable, ~~he or she~~ they shall so state (including the time at which the member expects to leave) at the beginning of the meeting, or as soon as ~~he or she becomes~~ they become aware of the fact. ~~[amended by By-law 2019-192]~~

The City Clerk shall record such statement in the minutes of the meeting.

#### **7.21 Questions**

When questions are called for on the Agenda, or a specific item is under discussion, inquiries may be made of the head of the Council, or through the head of Council to any Council member or staff person concerning any related matter connected with the business of the City, but no argument or opinion is to be offered, or facts stated, except as may be necessary to provide an explanation. Likewise, in answering any such question a member is not to debate the matter.

#### **7.22 Language**

No member shall use offensive words or unparliamentary language.

#### **7.227.23 Expulsion from Meeting**

The head of Council may expel or exclude from any meeting any person who has been guilty of improper conduct at the meeting.

#### **7.24 Confidentiality**

A member shall not disclose or release by any means to any member of the public any confidential information acquired by virtue of their office in either oral or written form, except when required by law or authorized by Council to do so.

Where a matter has been discussed in closed session and where the matter remains confidential, a member shall not disclose the content of the matter or the substance of the deliberations of the closed session.

Electronic closed sessions are confidential and no one other than the member should be able to hear the discussion.

A violation of this section of the procedure by-law is a breach of the Code of Conduct for Council and Local Boards.

## **RESOLUTIONS AND MOTIONS**

## **8. Rules of Procedure**

### **8.1 Form**

All motions and resolutions shall be in writing. The operative clause shall commence with the words "Resolved that", and shall be moved and seconded.

### **8.2 Withdrawal**

After a motion is read by the City Clerk, it shall be deemed to be in possession of the Council, and it may only be withdrawn before decision or amendment with the permission of a majority of the members of the Council present. Such motion, if read, shall appear in the Council minutes.

### **8.3 Reading**

Every motion, once seconded, shall be received and read by the City Clerk except in the cases provided for by the rules of procedure, provided; however, that in motions that have been distributed with or printed in the Agenda, recitals need not be read.

### **8.4 No Debate Until Read**

No member shall speak to any motion until it is first read by the City Clerk. The mover is entitled to speak both first and last thereon if the member so elects.

### **8.5 No Debate After Question Put**

After any question is finally put by the head of Council or other presiding officer, no member shall speak to the question, nor shall any other motion be made until after the result is declared. The decision of the head of Council or other presiding officer as to whether the question has been finally put shall be conclusive. When any decision is called for, members shall remain in their respective seats until the head of Council or other presiding officer has declared the result of the vote.

### **8.6 Notice of Motion**

A member who wishes to introduce a motion, either on the Agenda or at the regular meeting, that is of a substantive nature must introduce the motion as a Notice of Motion.

The member who hands a written Notice of Motion to the City Clerk to be read at any regular Council meeting need not necessarily be seated during the reading of said notice.

### **8.7 Notice of Notice of Motion**

Notice of a Notice of Motion shall be given either by inclusion on an Agenda or by announcement at a regular meeting of the Council. The motion of which notice has been given shall not be considered at the same meeting as that at which notice thereof was given without the consent of a simple majority of Council members present. If notice is given otherwise than on an Agenda, such notice of motion shall be in writing and given to the City Clerk who shall read the same to the Council.

### **8.8 Notice of Motion – Date of Meeting**

A motion of which notice has been given, if not moved on the day and at the meeting for which notice was given, cannot be moved at any subsequent meeting without due notice having been given unless the head of Council and all members of the Council are present and consent to such motion being made.

**8.9 *Finality of Vote***

Subject to a motion to reconsider, a motion once decided by the Council may not again be introduced for twelve months; nor shall a motion that has been defeated be introduced as an amendment.

**8.10 *Relevancy of Debate***

On all motions, discussion must be relevant to the subject under consideration.

**8.11 *Order of Precedence***

The following is the order of precedence for motions from lowest to highest:

- a) Main motion
- b) Postpone Indefinitely
- c) Amend
- d) Refer
- e) Postpone to a Certain Time
- f) Limit or Extend Debate
- g) Close Debate
- h) Postpone Temporarily
- i) Raise a Question of Privilege – Individual
- j) Raise a Question of Privilege – Assembly
- k) Recess
- l) Adjourn (after time set to conclude a meeting)
- m) Fix the Time for a Continued Meeting

**8.12 *Presiding Officer to Determine if Motions are in Order***

It shall be the duty of the head of Council or other presiding officer to determine what motions or amendments are in order (subject to an appeal to the Council) and decline to put any motion before the Council which the head of Council or other presiding officer deems to be clearly out of order or contrary to law.

**9. Motion to Amend**

**9.1 *Order of Precedence***

A motion to amend takes precedence over a motion to postpone indefinitely or a main motion.

**9.2 *Debatable***

A motion to amend is debatable.

**9.3 *One Amendment Permitted at One Time***

Not more than one amendment to the main motion, nor more than one amendment to an amendment shall be permitted at one time.

**9.4 *Notice of Amendment***

It shall not be necessary to give notice of intention to move an amendment; but an amendment may be moved only when the motion it is sought to amend is before Council.

**9.5 *Amendment to Amendment***

In case of an amendment to an amendment, the amendment to the main motion cannot be withdrawn until the amendment to the amendment has been withdrawn, defeated or carried.

#### 9.6 *Similar in Import*

An amendment must be similar in import to the question which it is proposed to amend, but with sufficient variance to constitute a new question.

### 10. Motion to Refer

#### 10.1 *Order of Precedence*

A motion to refer takes precedence over a motion to amend; a motion to postpone indefinitely; or a main motion.

#### 10.2 *Debate*

A motion to refer is only debatable as to reasons for referral.

#### 10.3 *Direction to Body Being Referred*

A motion to refer shall include direction as to the body or official to which it is being referred.

### 11. Motion to Postpone

#### 11.1 *Must Include Reason*

A motion to postpone must include a reason for the postponement.

#### 11.2 *Debate*

A motion to postpone is not debatable except:

- a) that the mover of the motion shall be entitled to give a brief explanation of the mover's reasons for postponement; and
- b) either the mover or the seconder of the motion which is the subject of the motion to postpone may speak against the motion to postpone;

One person or one member of Council may speak for and/or against the postponement and shall be limited to two minutes.

### 12. Motion to Postpone Indefinitely

#### 12.1 *Defined*

A motion to postpone indefinitely delays a decision to an indeterminate time beyond the current meeting.

#### 12.2 *Order of Precedence*

A motion to postpone indefinitely takes precedence over a main motion.

#### 12.3 *Debate*

Debate on a motion to postpone indefinitely may only go into reasons why the motion should or should not be dealt with at this time. It may go into the merits of the underlying main motion but only in respect to delaying the decision.

### 13. Motion to Postpone to a Certain Time

#### 13.1 *Defined*

A motion to postpone to a certain time shall state a date that is within three months of the motion to postpone. A postponement to a certain time beyond three months should be a motion to refer.

#### **13.2 Order of Precedence**

A motion to postpone to a certain time takes precedence over: a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

#### **13.3 Debate**

Debate on a motion to postpone to a certain time may only go into reasons why the motion should or should not be postponed. It may go into the merits of the underlying main motion but only in respect to postponing a decision.

### **14. Motion to Postpone Temporarily**

#### **14.1 Defined**

A motion to postpone temporarily sets aside a motion for a short period of time, but no later than the end of the meeting. A motion that has been postponed temporarily may be taken up again through a motion to resume consideration.

#### **14.2 Order of Precedence**

A motion to postpone temporarily takes precedence over: a motion to close debate; a motion to limit or extend debate; a motion to postpone to a certain time; a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

### **15. Postponement or Referral – When Introduced**

Notwithstanding any other provision of this by-law, a motion to postpone or refer the matter under consideration may only be read prior to the commencement of debate or at the completion of the debate.

### **16. Motion to Limit or Extend Debate**

#### **16.1 Defined**

A motion to limit or extend debate restricts or extends debate in some manner, such as by time or by number of speakers.

#### **16.2 Order of Precedence**

A motion to limit or extend debate takes precedence over: a motion to postpone to a certain time; a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

#### **16.3 Debate**

Debate on a motion to limit or extend debate is restricted to the form of limitation or extension of debate.

#### **16.4 Vote Required**

Because a motion to limit or extend debate affects the rights of members of an assembly, a 2/3 vote is required to pass.

### **17. Motion to Close Debate**

#### **17.1 Defined**

A motion to close debate stops all debate on a pending motion or series of consecutive pending motions and calls for an immediate vote.

**17.2 Order of Precedence**

A motion to close debate takes precedence over all debatable motions.

**17.3 Debate**

A motion to close debate is not debatable.

**17.4 Vote Required**

Because a motion to close debate affects the rights of members of an assembly, a 2/3 vote is required to pass.

**18. Motion to Raise a Question of Privilege**

**18.1 Defined**

A motion to raise a question of privilege can apply to either the assembly or to an individual.

**18.2 Order of Precedence**

A motion to raise a question of privilege takes precedence over the pending business and yields only to a motion to recess; a privileged motion to adjourn; or a motion to fix the time for a continued meeting. Raising a question of privilege affecting the meeting takes precedence over one affecting the individual.

**18.3 Debate**

The raising of a question of privilege is not debatable.

**18.4 Vote Required**

The raising of a question of privilege is ruled on by the head of Council or presiding officer.

**19. Motion to Recess**

**19.1 Defined**

If a motion to recess is made while other motions are pending, the recess, if adopted, must take place immediately. If the motion is made when no other motion is pending, it may be used to set the time for a future recess.

**19.2 Order of Precedence**

A motion to recess takes precedence over all motions except the privileged motion to adjourn or to fix the time for a continued meeting.

**19.3 Debate**

Debate on a motion to recess is restricted to the length of time of the recess or to the time set for re-assembly or the time set for a future recess.

**20. Motion to Adjourn**

**20.1 Defined**

The purpose of the motion to adjourn is to conclude the meeting. The motion to adjourn is always privileged when made after the time set to conclude the meeting. If made before the time set to conclude, it is made only as a main motion.

#### **20.2 Order of Precedence**

The privileged motion to adjourn takes precedence over all motions except a motion to fix the time for a continued meeting.

#### **20.3 Debate**

The privileged motion to adjourn is not debatable.

#### **20.4 When in Order**

A motion to adjourn shall be out of order when:

- a) when a member is in possession of the floor; or
- b) when it has been decided that the vote be now taken; or
- c) during the taking of a vote.

### **21. Motion to Reconsider**

#### **21.1 Defined**

After a motion has been decided upon and at the same meeting any member who voted with the prevailing side may, in writing, move for reconsideration.

#### **21.2 Debate**

Debate on a motion to reconsider must be confined to reasons for or against reconsideration.

#### **21.3 Who May Move – Subsequent Meeting**

If a motion for reconsideration is moved and seconded at a subsequent meeting it shall be so moved by a member who voted with the prevailing side and shall be seconded either by a member who voted on the prevailing side or a member who was absent at the time the matter proposed for reconsideration was originally voted on.

#### **21.4 Notice of Motion Required**

A motion to reconsider shall be preceded by a Notice of Motion.

#### **21.5 No Reconsideration of Amendment After Main Motion Disposed of**

A motion to reconsider an amendment after the original motion to which the amendment was proposed has been considered and disposed of is out of order.

#### **21.6 Order of Business**

If a motion to reconsider is decided in the affirmative, such reconsideration shall become the next order of business, unless the motion calls for a future definite date and debate on the question to be reconsidered may proceed as though it had never previously been voted on.

#### **21.7 By-laws**

When a by-law has been defeated at any stage of the order of procedure it shall be subject to a motion to reconsider and the foregoing rules shall apply thereto.

## **VOTING**

## **22. Recorded Votes**

### **22.1 Requested**

If a member present at a meeting at the time of a vote requests immediately before or after the taking of the vote that the vote be recorded, each member present, except a member who is disqualified from voting by any Act, shall announce ~~his or her~~their vote openly and the City Clerk shall record each vote.

### **22.2 Mandatory**

Any vote on a resolution or by-law which is required to be passed by a majority greater than a simple majority of the members of the Council shall be recorded.

### **22.3 Electronic Voting [amended by By-law 2019-192]**

When the City Clerk opens the vote every member of Council present shall vote electronically unless they have declared a conflict of interest. The electronic vote is the official vote. The result of an electronic recorded vote will be read orally.

Voting by a show of hands is permitted in the event of a power or internet outage.

Exception: Voting on the following Agenda items shall take place by show of hands:

2. Adoption of Minutes

45. Approve Agenda

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

11. 8.8 Appointments to Boards and Committees

12. Consideration and Passing of By-laws (on consent)

13~~14~~. Closed Session

14~~15~~. Adjournment

### **22.4 Disagreement as to Result**

Any member who disagrees with the announcement made by the head of Council of the result of the vote shall immediately object to the head of Council's declaration and the vote shall be retaken by the City Clerk.

### **22.5 All Members to Vote**

Every member present when a question is put on a recorded vote shall vote thereon.

### **22.6 Refusal to Vote**

Any member who refuses to vote on a recorded vote shall be recorded as voting in the negative on the question before the Council.

### **22.7 Severability of Question**

When the question under consideration contains distinct propositions, upon the request of any member the vote upon each proposition may be taken separately.

## **ORDER OF PROCEDURE**

### **23. Agenda**

### **23.1 Agenda Review Committee**

An Agenda Review Committee composed of the head of Council, Chief Administrative Officer and the City Clerk shall be charged with the responsibility of deciding the subject matters and items to appear on the Council Agenda, as well as any presentations and delegations to be heard by Council.

#### *Correspondence Agenda*

Correspondence Agendas are published as necessary containing general correspondence. If, after having received an item on the correspondence Agenda, a Council member wishes the matter placed on a regular Agenda they may make that request to the Agenda Review Committee.

Correspondence Agendas are to be placed on the City website.

**[amended by By-law 2019-192]**

### **23.2 Agenda**

The City Clerk shall cause to be prepared for the use of the members at the regular meetings of the prepare a Council an Agenda in the following form and order:

#### 1. Land Acknowledgement

1.2. Adoption of Minutes

2.3. Questions and information Arising Out of Minutes and Not Otherwise on Agenda

3.4. Declaration of Pecuniary Interest

4.5. Approve Agenda as presented (and any AddendumsAddenda)

5.6. Proclamations/PresentationsDelegations

#### **PART ONE – CONSENT ~~AGENDA~~**

6.7. Communications and Routine Reports of City Departments; Boards and Committees

#### **PART TWO – REGULAR ~~AGENDA~~**

7.8. Reports of City Departments; Boards and Committees

8.9. Unfinished Business, Notices of Motion and Resolutions Placed on Agenda by Members of Council

9.10. Committee of the Whole for the purpose of such matters as are referred to it by Council by resolution

10.11. Adoption of Report of the Committee of the Whole, if any

11.12. Consideration and passing of byBy-laws (Consent)

12.13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters not Otherwise on Agenda

13.14. Closed session (if applicable)

14.15. Adjournment **[Amended by By-law 2014-18]**

This format applies to Council Agendas. It is not intended to apply to Agendas of boards and committees of Council.

### **23.3 Deviation from Order of Business**

The business of the Council shall be considered in the order set forth on the Agenda, provided however, that the head of Council may vary the order of business to better deal

with matters before the Council, if the circumstances make it advisable to so vary the order.

#### 23.4 Consent Agenda

The City Clerk shall prepare one motion to approve all items on a Consent section of the Agenda. Prior to voting on the motion, members may ask questions regarding any item on a Consent section of the Agenda. Any member who wishes to debate and have a separate vote on an item on a Consent section of the Agenda shall advise the head of Council, following which the item shall be excepted from the Consent motion; the Consent motion voted on; and the excepted item voted on separately.

#### 23.5 Delivery of Agenda to Council [amended by By-law 2019-192]

On the Wednesday preceding each regular meeting of the Council, the City Clerk shall cause to be delivered to each member of Council electronically a full Agenda package.

#### 23.6 Release of Agenda to Public

The Council Agenda shall be released to the public on the Friday preceding each regular meeting of Council.

#### 23.7 Motions and By-laws on Agenda

The City Clerk, with the assistance of other City officials, shall be responsible for the proper presentation of motions and by-laws to the Council.

#### 23.8 Movers/Seconders

Before the Agenda is prepared the City Clerk shall assign to each motion or by-law a mover and seconder to expedite the consideration of such matters by the Council, provided any such designation shall be shown on the Agenda, subject to the discretion of the City Clerk, based on the following formula:

Month of Meeting	Mover shall be one of the members from:	Seconder shall be one of the members from:
January	Ward 1	Ward 5
February	Ward 2	Ward 4
March	Ward 3	Ward 1
April	Ward 5	Ward 2
May	Ward 4	Ward 3
June	Ward 1	Ward 5
July	Ward 2	Ward 4
August	Ward 3	Ward 1
September	Ward 5	Ward 2
October	Ward 4	Ward 3
November	Ward 2	Ward 5
December	Ward 3	Ward 1

**[amended by By-law 2019-192]**

The use of the above formula by the City Clerk is subject to the following exceptions:

- a) Any person so assigned as mover or seconder may notify the City Clerk that he or she does they do not wish to move or second such motion or by-law and the City Clerk shall then remove such name and attempt to find an alternate member who is willing to so act.
- b) A member may ask to be shown as mover or seconder of any matter expected to come before the Council.

## **24. Delegations**

### 23.9 Addendum

The City Clerk may prepare an Addendum to the Agenda to deal with urgent matters or to provide supplementary information to items of business listed on the Agenda.

## **24. Petitions**

The following requirements apply to every petition submitted to Council:

- a) The petition must be addressed to Council and request a particular action within the authority of Council;
- b) The petition must be legible, typewritten or printed in ink;
- c) The petition must be appropriate and not contain improper language;
- d) The petition shall state that signatories should be aware that their personal information will be shared publicly;
- e) Each signatory must print and sign their own name. A paper petition must contain original signatures only, written directly on the petition; and
- f) For electronic submissions, each signatory must provide their name, address and a valid email address.

The City Clerk shall list on the Correspondence Agenda petitions that comply with this section.

A member of Council may request that a petition appearing on a Correspondence Agenda be placed on a Regular Council Agenda where the member of Council then may be permitted three minutes to present the petition and may move that it be referred to a particular staff member for a report to Council. A seconder is required.

The subject matter of a petition may not be debated.

## **25. Presentations**

### 24.125.1 Request in Writing

An person or delegation organization or community group wishing to appear before Council under Agenda item 6 (Proclamations/Presentations) must make the request in writing to the City Clerk giving details of the matter to be spoken to at least one week prior to the Council meeting.

### 24.2 Submission

The request must be made at least one week prior to the Council meeting at which the delegation wishes to appear.

### 24.325.2 Review of Request

The request is decided by the Agenda Review Committee. The City Clerk will advise the delegationpresenter of the Agenda Review Committee's decision. If approved, the delegation ispresentation will be listed on the Council Agenda.

#### 24.425.3 Appeal

If a person is not permitted to appear on the Agendabefore Council by the Agenda Review Committee, that person may requestappeal to members of Council to move and second a request for Council to consider the matter that. Such a request should be made in writing to the City Clerk indicating the subject matter of the presentation by noon on the day of the Council meeting, including any presentation materials.

The request will be forwarded to members of Council by the City Clerk. If a motion is made, seconded and confirmed by majority vote to hear the delegation, the person wishesmay be permitted to address Council.

#### 25.4 Length of Presentation

The maximum length of time for a presentation to Council is five minutes.

### 26. Delegationsplace

#### 26.1 Request in Writing

Any person may, either on their own behalf or as a representative of an organization or group, request to appear at an open meeting of Council with respect to any item on the Agenda for that meeting except Agenda item 6 (Proclamations / Presentations) or reports for the information of Council.

Such a request must be made to the City Clerk before Council10 a.m. on the day of the Council meeting.

Written submissions received by the City Clerk regarding an item on the Agenda may be added by way of Addendum to the Agenda.

#### 26.2 Where Public Meeting / Hearing

A request to make a delegation may be declined where there has been or will be at least one public meeting at which the public has been provided the opportunity to make representations.

#### 26.3 Agenda Review Committee May Decline

The Agenda Review Committee may, upon review of proposed delegation materials, decline a request to present if the material is deemed defamatory, inappropriate or outside the jurisdiction of Council.

#### 26.4 Appeal

If a person is not permitted to appear before Council by the Agenda Review Committee, that person may appeal to members of Council to consider the matter. Such a request should be made in writing to the City Clerk by 3 p.m. on the day of the Council meeting.

The request will be forwarded to members of Council by the City Clerk. If a motion is made, seconded and confirmed by majority vote to hear the delegation, the person may be permitted to address Council.

#### 24.526.5 Length of Delegation

The maximum length of time for a delegation to Council is ~~five~~three minutes.

#### 24.626.6 Where More Than One Delegation on Same Matter

When a matter is being considered concerning which one or more persons or delegations are addressing Council, the following procedure shall be adhered to:

- a) Explanation of matter in question by head of the Council.
- b) Address to Council by delegation(s) supporting action taken by Council, or action which the Council has been asked to take.
- c) Questions by members of Council to such delegation(s) for purposes of information only.
- d) Address to Council by delegation(s) opposing such action.
- e) Question by members of Council to such delegation(s) for purposes of information only.
- f) Reply by delegation(s) referred to in item b above.
- g) Questions by members of Council to any delegation or official for purposes of information only.
- h) Regular debate.
- i) Putting of question and vote.

The head of Council may permit deviations from the rules of procedure set forth above where in ~~his or her~~their opinion it is in the interests of the better consideration of the matter so to do.

#### 24.726.7 Dispute as to Whether Delegation is Supporting or Opposed

Any dispute as to whether a delegation or person comes within subclause b) or subclause d) of subsection ~~2426.6~~ shall be determined by the head of the Council, whose decision is final.

#### 24.826.8 Re-Address

If a speaker for any delegation referred to in the above requests an opportunity to re-address Council the speaker may, with the approval of the head of Council address Council on the matters already raised and such re-address shall be limited to two minutes.

#### 24.926.9 Opportunity to be Heard Where Notice Not Given

Notwithstanding the failure of any person, persons or delegation to give the notice required under subsection ~~2426.1~~ and ~~24.226.4~~ hereof, Council may hear any person or persons or delegation without notice ~~after~~. The person may make a request to be heard without notice by making the completion request in writing to the City Clerk indicating the subject matter of all regular Agenda items the delegation by 3 p.m. on the day of the Council meeting. The request will be forwarded to members of Council by the City Clerk. The head of Council will announce in the open meeting that a request to be heard without notice has been received. If a motion is made, seconded and confirmed by majority vote to hear the delegation, the person may be permitted to address Council.

#### 26.10 Statutory Public Meetings

Procedures regarding delegations are not intended to apply to statutory public meetings (e.g. Planning Act)

#### 24.1026.11 Rules on Website

The rules for a person or a delegation wishing to appear before Council shall be posted on the municipal website.

### 25.27. By-laws

#### 25.127.1 Amending By-laws

An amendment to a by-law must strictly relate to the subject matter of the by-law.

#### 25.227.2 Three Readings

Every by-law shall receive three readings before it is finally passed, which three readings may be given at one meeting. It is permissible on a motion for the final passing of a by-law to move that the third reading be postponed indefinitely or be postponed to a certain time.

#### 25.3 One Motion for Passage

~~With respect to by-laws before Council for final reading and which require only a simple majority for passage, the Clerk may read and encompass all such by-laws in one motion for passage at one time. The motion shall be drafted by reference to all by-laws appearing in a specified section of the Agenda, provided; however, that any member may request that a specific by-law or by-laws be removed from the general motion and considered by Council separately.~~

#### 27.3 Regulatory By-laws

~~Prior to adoption of a regulatory by-law, public consultation shall be required by providing public notice of intention to pass the by-law.~~

## **COMMITTEE OF THE WHOLE**

### 26.28. Rules of Procedure

#### 26.128.1 Rules of Order

The rules of procedure shall be observed in Committee of the Whole, so far as may be applicable, except that:

- a) Each motion shall be written and moved, but no motion shall require a seconder;
- b) Motions relating to the matter under consideration shall be put in the order in which they are proposed;
- c) No vote shall be recorded;
- d) There shall be no motion for the previous question;
- e) No motion for adjournment is allowed;
- f) No member shall speak longer than five minutes on any one question;
- g) In taking the yeas and nays, the names of the members shall not be recorded, nor shall the number of times speaking on any question be limited.

#### 26.228.2 Questions of Order

Questions of order arising in Committee of the Whole shall be decided by the Chair, subject to an appeal to the whole Committee. If no such appeal is made the decision of the Chair shall be final.

### 26.328.3 Adjournment of Committee Proceedings

On motion in Committee of the Whole to rise and report, the question shall be decided without debate.

#### a) No Action Be Taken

A motion in Committee of the Whole that "no action be taken" shall always be in order and shall take precedence over any other motion. No debate shall be allowed on a motion that no action be taken. On an affirmative vote, the subject referred to the Committee shall be considered as disposed of in the negative.

#### b) Rise Without Reporting

Subject to subsection a) above, a motion in Committee of the Whole to rise without reporting shall always be in order and shall take precedence over any other motion. No debate shall be allowed on a motion to rise without reporting but no member shall speak more than once. On an affirmative vote the subject referred to the Committee shall be considered as undisposed of, the head of the Council shall resume the chair and proceed with the next order of business. On motion duly passed during any subsequent regular meeting of Council, any by-law or other item of business left undecided by a motion to rise without reporting may be again considered in the Committee of the Whole.

### 26.428.4 Chair Votes

The Chair of the Committee of the Whole may vote on any question. In the event of an equality of votes the question being voted upon shall be deemed to have been decided in the negative.

### 26.528.5 Debate from Chair

The Chair of the Committee of the Whole may state relevant facts as well as ~~his or her~~their position on any matter and debate the question before the Committee without leaving the Chair.

### 26.628.6 Report of Committee of the Whole

The proceedings and findings of the Committee of the Whole may be reported by the Chair to the Council as soon as the Committee rises and shall be received forthwith. A motion for the concurrence of the Council in the report of the Committee or a motion adopting the report of the Committee and dealing with the subject matter thereof shall be in order.

## **COMMITTEES**

### 27.29. Rules Applying to all Committees

#### 27.129.1 Definition

Committees of Council include:

- a) Advisory and other committees or boards whose members are appointed by Council for an ongoing purpose;
- b) Special committees appointed by Council or the head of Council at any time as is deemed necessary for the consideration of special matters.

Task forces composed of a majority of staff members are not intended to be subject to the provisions of this by-law.

#### 27.229.2 Mayor Ex Officio

The head of Council is an ex officio member of every committee but the head of Council shall not be counted in the formation of a quorum.

#### 27.329.3 Quorum

A committee shall not consider any business if a quorum is not present. A quorum for a committee is a majority of the members thereof.

#### 27.429.4 Notice

Not less than 24 hours notice of a meeting shall be given to the members of any committee and, wherever possible an Agenda shall be provided to the members in advance of the meeting.

#### 27.529.5 Secretary

A secretary shall be appointed for each committee who shall:

- a) Keep the minutes of the meetings of the committee;
- b) Give notice of meetings;
- c) Post a copy of all minutes to the municipal website;
- d) Perform such other clerical functions as may be required.

#### 29.6 Application of Legislation

Boards and committees of Council are subject to the provisions of this by-law, the Municipal Act, 2001 and the Municipal Conflict of Interest Act.

#### 29.7 Absence of Board or Committee Members

Where a member of a board or committee of Council is absent from meetings for three successive months without being authorized to do so by a resolution of the board or committee, the board or committee may request that Council declare the seat vacant.

#### 27.629.8 Refusal to Call Meetings, etc.

- a) Should the Chair of any committee neglect or refuse to call meetings of a committee at such times or with such frequency as the proper dispatch of the committee's business requires; or do the business of the committee without the knowledge or consent of its members, or contrary to their wishes or sanction, the committee may report such neglect, refusal or action to the Council which
  - b) may remove such Chair from office and appoint another member of the committee in ~~his or her~~<sup>their</sup> place.
  - e) Should any member of a committee refuse or neglect to attend the regular or special meetings thereof, the Chair may report such neglect or refusal to the Council which may remove such member from the committee and appoint another member in ~~his or her~~<sup>their</sup> place.

## 27.729.9 Chair Votes

The Chair of a committee may vote on any question before the committee and in the event of an equality of votes the question being voted on shall be deemed to have been defeated.

## 27.829.10 Committee Appointments [Enacted by By-law 2015-86]

Appointments to ~~Boardsboards~~ and Committees will be made in accordance with ~~committees having~~ the ~~appointment policy attached hereto~~ same term as Schedule "A". ~~the term of Council shall expire at the end of the term of Council or until such time as successors are appointed.~~

~~City~~ Council will meet in open session, either at a regular meeting or a special meeting called for that purpose to make appointments to ~~Boardsboards~~ and ~~Committeescommittees~~.

~~Appointments are not limited to eligible electors only, except where provided otherwise by statute.~~

~~No citizen shall be appointed to more than five boards or committees.~~

~~No City employee shall be appointed as a voting member of any board or committee of Council (excluding task forces).~~

### Nominating Task Force

~~A Nominating Task Force, consisting of three members of Council and six members of City Staff the Deputy City Clerk, Secretary/Treasurer of the Committee of Adjustment, Deputy CAO, Community Development and Enterprise Services, Manager of Recreation and Culture, Curator of the Ermatinger/Clergue National Historic Site and the Accessibility Coordinator shall consider all citizen applications with reference to particular skills required by way of simultaneous recorded vote as described below~~ various boards and committees. The Nominating Task Force shall provide a slate of recommended citizen applicants to Council for its consideration.

~~When considering citizen appointments to a particular board or committee, members of Council shall consider the recommended slate of applicants recommended by the Nominating Task Force. Council shall nominate members of Council for consideration of appointments requiring a member of Council.~~

### Where Number of Applicants Exceeds Positions

Where the number of applicants exceeds the number of positions available, the following procedure shall be followed, for as many voting rounds as necessary:

- a) Each member may cast a vote for each position available;
- b) Applicants receiving a majority vote of members present shall be recommended for appointment;
- c) Applicants receiving no votes shall be excluded from further consideration;
- d) In addition to those applicants receiving no votes, applicants receiving the least amount of votes shall be excluded from further consideration, unless this would result in insufficient applicants to fill the positions available;
- e) If two or more applicants are tied with the least number of votes and their exclusion would result in insufficient applicants to fill the positions available:

- i. Council shall decide by majority vote which of the tied applicants shall remain eligible for further consideration; however
- ii. If the vote still results in too few applicants to fill the remaining position(s), then the City Clerk shall choose the person(s) to remain eligible by lot;
- f) If it becomes apparent by reason of an equality of votes that no applicant can achieve sufficient votes to be appointed, then the City Clerk shall make the selection by lot.

*Method – Simultaneous Recorded Vote*

- g) Each member present, unless otherwise prohibited by statute or this by-law, shall (on a sheet of paper provided by the City Clerk,) simultaneously indicate the names of the applicantsapplicant they are voting for and sign the same;and. In an electronic meeting the sheets shall be displayed on the members' screens simultaneously;
- h) The City Clerk shall:
  - i. ~~collect the sheets of paper;~~
  - ii. ~~announce the name and vote of each member and the vote result;~~  
and
  - iii. ~~record the result, including how each member voted.”~~

**29.11 Police Record Checks**

Members of boards and committees of Council that have direct contact with vulnerable individuals or handle cash may be required to provide a clear police record check.

**28.30. Special Committees**

**28.30.1 Appointment**

Special committees of Council may be appointed by the Council or head of Council at any time as is deemed necessary for the consideration of special matters.

**28.30.2 Jurisdiction**

A resolution establishing a special committee shall set forth the terms of reference of the committee and such other provisions as the Council shall deem proper.

**28.30.3 Chair**

Unless specified in the resolution establishing a special committee, the special committee members shall select the committee Chair at the initial meeting of the committee.

**28.30.4 Membership**

Where the resolution establishing a special committee does not appoint members thereto the head of Council shall appoint them.

**28.30.5 Meetings**

Special committees shall meet at such time and place as the Chair or committee shall determine. No special committee shall meet while the Council is in session.

**28.630.6 Report in Writing**

Each special committee shall diligently pursue its duties and shall report to the Council on matters and questions referred to it. A final or interim report of a special committee must be made in writing and be signed by the Chair.

**28.730.7 Confined to Matters Referred**

Special committees may consider and report on such matters only as have been referred to them by the Council or the head of Council.

**28.830.8 Refusal to Give Due Attention**

Should any special committee neglect or refuse to give due attention to any matter before it the Council may by resolution discharge such committee and appoint another in its place.

**28.930.9 Dissolution**

When a special committee has completed its work and made its report it dissolves automatically.

**28.1030.10 Attendance by Members of Council**

Members of the Council may attend the meetings of special committees, but shall not be allowed to vote; nor shall they be allowed to take part in any discussion or debate except by the permission of the majority of the members of the committee.

## **GENERAL PROVISIONS**

**29.31. General**

**29.131.1 Standing Rules Suspended**

Any standing rule, order of Council, or provision of this by-law may be suspended by resolution of Council provided that 2/3 of all the members of the Council vote in favour thereof.

**29.231.2 Rules of Parliament**

All proceedings of the Council or Committees not specifically provided for herein shall be dealt with in accordance with James Lochrie's *Meeting Procedures: Parliamentary Law and Rules of Order for the 21<sup>st</sup> Century* and in such cases the decision of the head of Council or Chair as the case may be shall be final and accepted without debate or appeal.

**29.331.3 Addresses of Members of Council**

Notices of meetings, Agendas and other information shall be sent to the member's City email address and any such notice, Agenda or other information is duly sent or given if sent to that email address. **[amended by By-law 2019-192]**

**29.431.4 Execution of Documents**

Whenever, to give effect to any motion or by-law of the Corporation or to perform any of the statutory duties of the Corporation, the execution of any document is required, the head of Council and the City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to such documents.

**31.5 Electronic Devices**

Each member shall place any electronic device on an inaudible setting during any open or closed session.

31.6 Attendance in Council Chamber

No person except members of Council and appointed officials of the City shall be permitted to come within or behind the horseshoe during a meeting of Council without the permission of the head of Council, or, if a objection is raised by any member of Council to such permission being granted, then by a majority of Council.

31.7 Anonymous Communications

Anonymous communications will not be circulated to members of Council or retained as an official record.

31.8 Administrative Corrections

The City Clerk has the authority to make administrative corrections to official records of Council. ~~[enacted by By-law 2019-192]~~

31.9 Severability

Each and every provision of this by-law is deemed severable and if a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal, invalid or unenforceable, that portion of this by-law shall be severed and shall be inoperative from the balance of the by-law. The remainder of this by-law shall remain operative and continue to operate in full force and effect.

29.531.10 Repeal

By-law 992013-100 as amended is hereby repealed.

29.631.11 Effect

This by-law comes into force on the day of its final passing.

PASSED in open Council this 24<sup>th</sup> day of June, 2013. 2022

"Debbie Amaroso"

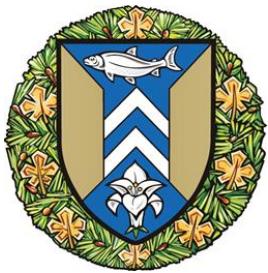
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Mayor Christian Provenzano

"Malcolm White"

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City Clerk Rachel Tyczinski



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Madison Zuppa Deputy City Clerk and  
Tessa Vecchio Corporate Communications Officer  
DEPARTMENT: Corporate Services  
RE: Voter Engagement Communication Plan

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#### **Purpose**

The purpose of this report is to provide Council with an update on voter engagement initiatives for the 2022 municipal election and outline the City's communication strategy.

#### **Background**

The following resolution was passed on December 10, 2018:

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor D. Hilsinger

Whereas the 2018 Sault Ste. Marie municipal election saw a voter turnout that was just barely above 40% of eligible electors; and

Whereas high voter turnout is crucial to a democratic process; and

Whereas the City of Sault Ste. Marie should strive to be a leader in voter turnout across the Province;

Now Therefore Be It Resolved that staff bring forward recommendations on steps that can be taken in 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.

On March 29, 2021 staff brought a report to Council proposing a Voter Engagement Initiative related to vote-counting equipment, alternative voting methods, and voting locations.

The following resolution was passed on March 29, 2021:

Whereas COVID-19 has caused formerly routine activities to require fundamental changes; and

Whereas voting has historically been done by congregating in enclosed spaces locations, which is known to present a significant risk of spreading COVID-19; and

## Voter Engagement Communication Plan

March 22, 2022

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Whereas elections that have taken place during the pandemic have seen a high percentage of voter turnout, including in the British Columbia provincial election in 2020, in the United States presidential election in 2020; and

Whereas other elections held during the pandemic have been fraught by delays due to rising COVID case numbers, such as the 2021 Newfoundland and Labrador provincial election; and

Whereas, though vaccines are set to be administered to all Canadians who want them in 2021, it is unknown if the coronavirus will re-occur seasonally or if it will be eradicated by vaccines; and

Whereas it is prudent for the City of Sault Ste. Marie to properly plan for foreseeable challenges to its electoral process;

Now Therefore Be It Resolved that the City Clerk's department be requested to investigate and report to Council on options for the City of Sault Ste. Marie to mail ballots to all registered voters in the City for the 2022 municipal election, and determine the safest method to have those ballots returned to the city, both with regard to the health and safety of the community, and the security of the ballot.

On June 28, 2021 two reports were brought to Council. The first was an update on the Voter Engagement initiative (including an electronic survey and two information sessions), and the second was a recommendation to Council regarding vote-counting equipment and voting methods. Council approved the use of vote tabulators and a register to vote-by-mail option for the 2022 municipal election. Staff committed to returning to Council with a communication strategy.

To ensure that residents can exercise their democratic right to vote, the City of Sault Ste. Marie will conduct a Voter Information Campaign before, during and after the municipal election to provide residents with the information they need on when to vote, where to vote, and why their vote matters. This Campaign will build on the 2018 plan that included various communication methods, including advertisements, media releases, and social media posts.

### **Analysis**

Data from the 2021 federal election reveals interesting insights into non-voters. The lowest turnout was among voters aged 18-24. Reasons for not voting included not being interested in politics (32%), too busy (24%), illness or disability (11%), out of town (9%), and COVID-19 (2%).<sup>1</sup> Electoral process was cited as the reason for 7% of non-voters, including issues such as "not being able to prove identity or address, lacking information about the voting process, or having issues travelling to a polling station".<sup>2</sup> Electoral process issues were most common among new

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<sup>1</sup> Statistics Canada. 2022. Reasons for not voting in the federal election, September 20, 2021.

Available online: <https://www150.statcan.gc.ca/n1/daily-quotidien/220216/dq220216d-eng.htm?CMP=mstatcan>.

<sup>2</sup> Ibid.

## Voter Engagement Communication Plan

March 22, 2022

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Canadians and youth.<sup>3</sup> Disability or illness was highest among those older than 75 years of age and being too busy was highest among those aged 35-44.<sup>4</sup>

Other Northern Ontario communities with higher than average turnout cited additional voting options, a mayoral race, and an aggressive media campaign as reasons for improved results. Voter turnout is expected to increase for the 2022 municipal election given that there are additional voting options (e.g. vote-by-mail opt-in), an anticipated mayoral race, and an expanded communication campaign. City staff are registered as participants in the Association of Municipal Managers, Clerks, Treasurers of Ontario (AMCTO) Municipal Election Training Program that supports a platform for municipalities to share communication plans and other relevant materials through an online forum.

Voter turnout from the 2018 municipal election in Sault Ste. Marie (Appendix A) reflects a need for increased engagement efforts in Wards 4 and 5. Voter turnout in 2018 was lowest among those aged 18 through 45.

Increasing voter awareness, engaging with groups that have traditionally faced barriers, and reducing those barriers are key goals for 2022. The City's Voter Information Campaign will be delivered through a series of products with consistent messages and branding, and will primarily target the general population and groups who face higher-than-average barriers to participating in elections.

Staff are currently developing a comprehensive Voter Information Campaign to position the City as the official source of information on the electoral process and encourage all eligible voters to check their information and cast a ballot. It will deliver concise, reliable and accessible information about the voting process, voter identification requirements, where, when and ways to register to vote. It will use a wide variety of products, formats and channels to maximize its reach to residents.

City staff are exploring ways to make voting fast and easy. Staff are reviewing public feedback related to voting locations to ensure they are barrier free and close to public transit. Staff are working with Transit Services to ensure free access on Advance Voting days and Voting Day, including expanded parabus services. Additional accessible voting options will be available to electors, including an audio ballot. The City plans to distribute information to service providers and post-secondary institutions to assist first time voters.

Messaging will focus on voting being easy and important, and encourage electors to vote early. Messaging will progress through the election timeline and will include:

- Voter Lookup
- Nomination Day
- Voter Identification Requirements
- Alternative voting methods (e.g. accessible, vote by mail, vote from home)

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<sup>3</sup> Ibid.

<sup>4</sup> Ibid.

## Voter Engagement Communication Plan

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- Advance Voting days (times and locations)
- Voting Day (time and locations)
- Official Results

The 2022 Municipal Election immediately follows the Provincial Election in June 2022 and the City recognizes the public may experience election fatigue and possible confusion, as there are some differences in process. This is why extensive advertising and communications for the municipal election will not begin until July 2022.

The communication strategy is specific for the 2022 municipal election; however, staff have been exploring ideas for longer-term voter engagement.

Statistics Canada published an article titled “Political participation and civic engagement of youth” in 2015 that highlights a number of reasons linked to lower voter turnout among younger voters. Youth are less likely to vote because they are less interested in politics, less likely to follow news and current affairs, have a weaker sense of belonging to Canada, lower education levels, and may not see voting as a civic duty.<sup>5</sup>

One goal is to improve the understanding of the role of local level government and the importance of voting among youth in the community. This could include providing educational resources to local school and post-secondary institutions during Local Government Week in 2022 (October 18-22), and conducting presentations in future years or conducting tours of City Hall when public health rules allow.

### **Financial Implications**

The City’s Voter Information campaign will be a multimedia effort focusing on electoral information about where, when and ways to register and vote. This will be distributed through digital, print and out-of-home media channels. Examples are included below:

#### Digital Advertising:

- local online web-based media outlets
- social media apps (Facebook, Instagram, Twitter, TikTok, YouTube)
- videos (e.g. every vote counts, why it is important to vote, how to vote, accessible voting)
- local television channel
- digital media screens at City facilities (e.g. Scoreboard, Civic Centre)
- local radio stations
- dedicated City webpages
- add election logo to City staff email signature

#### Print Advertising:

- newspaper ads

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<sup>5</sup> Statistics Canada. 2015. Political participation and civic engagement of youth. Insights on Canadian Society, Catalogue no. 75-006-X ISSN 2291-0840.

## Voter Engagement Communication Plan

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- newspaper inserts
- tax bill inserts
- flyers, posters and postcards distribution
- targeted direct mail to postal codes with historically low voter turnout
- outdoor media (may include billboard, Transit advertising)
- marketing collateral (may include brochures, postcards, mailer)
- News Releases

### Out-of-home media:

- conduct targeted outreach to populations with low voter turnout
- create posters for brick and mortar venues including friendship centres, educational institutions, shelters, community access centres, malls, convenience stores, grocery stores, laundromats, arenas, other City facilities
- work with community organizations to increase election awareness, voter registration and the distribution of informational materials (e.g. table top displays at libraries, seniors centres, arenas, coffee shops)
- attend trade shows/community events distributing information in high-traffic public spaces, debates
- mobile Voters List – City staff attend high traffic areas or events to assist eligible electors in adding their name to the Voters List or revising their information
- mall kiosks

The total cost for this campaign is estimated at \$10,000 – \$15,000 and has been allocated as part of the 2022 Election budget.

The 2022 Municipal Election team will consist of temporary Election Coordinators, summer students, and the existing complement in the Clerks Department to help facilitate and implement this communications plan.

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

The Voter Engagement Communication Plan is linked to the corporate value – commitment to citizens and community.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk and Corporate Communications Officer dated March 21, 2022 concerning Voter Engagement Communication Plan be received as information.

Respectfully submitted,

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

Tessa Vecchio  
Corporate Communications Officer  
705.759.5396  
[t.vecchio@cityssm.on.ca](mailto:t.vecchio@cityssm.on.ca)

## Appendix A – Sault Ste. Marie Voter Turnout Information

### **Voter Turnout by Ward 2018**

Ward 1 43.7%

Ward 2 39.3%

Ward 3 43.5%

Ward 4 35.6%

Ward 5 37.9%

### **Voter Turnout by Age Group 2018**

18-30 18%

31-45 25%

46-60 50%

61-75 55%

76-100 50%

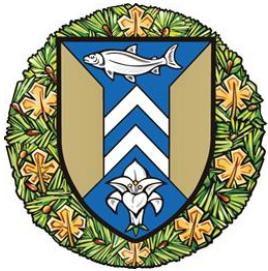
### **Voter Turnout by Election Year**

2018 40.3%

2014 42.42

2010 47.65

2006 48.2%



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

### C O U N C I L   R E P O R T

March 21, 2022

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Sault Ste. Marie Horse and Pony Club Inc.

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#### PURPOSE

The purpose of this report is to request Council's approval to extend the licence to occupy with the Sault Ste. Marie Horse and Pony Club Inc. for another ten (10) years.

#### BACKGROUND

The Sault Ste. Marie Horse and Pony Club (SSMHPC) is a local, incorporated not-for-profit community organization that provides the community with accessibility to equestrian programs within city limits. SSMHPC was founded in 1969 at the original homestead of Strathclair Farm, an aspect of the generous land donation by the Sinclair family for the purpose of sport and recreation for the city of Sault Ste. Marie and the surrounding area. With over 50 years in operation, SSMHPC's longevity has demonstrated a need to have horses accessible to the community.

<http://www.ssmhpc.com/>

A licence of occupation was extended with the Sault Ste. Marie Horse and Pony Club Inc. (Club) on October 1, 1992 for an area of 18.6 acres more or less on the lands known as "Strathclair Park" (Schedule B of Agreement). The Tenant is to utilize the property for the purpose of providing horse riding facilities, instruction and encouraging young people to learn the sport of horse riding and related equestrian activities.

At a Council meeting dated August 11, 2008 a Licence to Occupy City Property was approved to commence January 1, 2008 for ten (10) years.

#### ANALYSIS

Staff have recently identified that the licence of occupation has expired and have contacted the Club to review the terms of the agreement. It also provided an

Sault Ste. Marie Horse and Pony Club Inc.

March 21, 2022

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opportunity to review recent concerns brought forth and to bring the licence to occupy to current standards.

### **Items reviewed**

- Membership fees (posted on website)
- Governance structure
- Advocacy efforts to promote the recreational activity
- Licencee to pay promptly all charges or costs for heat, water, electricity and other utilities of any nature or kind of all similar costs.
- Any alterations or improvements on the subject property must receive prior written approval of the City's Legal Department.
- Confirmed bank balances through statements from financial provider.
- Code of Conduct
- Health and Safety

### **New additions proposed to the agreement**

- Financial statements made available upon request (provided for the year ending August 31, 2021)
- City Representative may attend Board meetings with two (2) weeks advance written notification (Director Community Services and or delegate).

### **Metrics provided by the Club supporting the Community**

#### **Work to Ride Program:**

- 11 students who provide support in exchange for lessons

#### **Camp:**

2021 ~ 10 Nogdawindamin students attended Gratis evening camp

2021 ~ 1/2 price for one child from a single mom requesting financial assistance

2021 ~ one Gratis evening spot for a young adult diagnosed with mental health issues

#### **Lessons:**

2021-2022

- One child from Children's Aid Society (CAS) attends the monthly stable management workshops Gratis

The Club has also worked together with CAS, Big Brother Big Sister, Nogdawindamin Students with parents on disability pensions and students with parents receiving Social Services supports.

Staff have met with the Club and members who have raised items to review concerns. Discussions were informative and set the path for a positive future for the Club.

Sault Ste. Marie Horse and Pony Club Inc.

March 21, 2022

Page 3.

Upon review of the items identified above, recent correspondence and new additions to the agreement staff are recommending the renewal of the licence.

### **FINANCIAL IMPLICATIONS**

There is no impact to the Operating Budget for 2022 resulting from the renewal.

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

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens. We will work together to provide inclusive and accessible services to our diverse community.
- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.

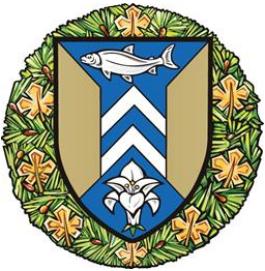
### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

The relevant By-law 2022-50 and supporting agreement appear elsewhere on the Council agenda.

Respectfully submitted,

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



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Travis Anderson, Director Tourism & Community Development  
DEPARTMENT: Community Development and Enterprise Services  
RE: Economic Development Program Application - Darius Films

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#### Purpose

This report provides recommendation to City Council from City staff and the Economic Development Corporation for the distribution of Funds from the Community Development Fund-Economic Development Stream to support the attraction of Darius Film's WARRIOR STRONG film production.

#### Background

Darius Films is requesting support from the City of Sault Ste. Marie to host Darius Films' latest Feature Film, "WARRIOR STRONG". Darius Films is currently scouting Sault Ste. Marie, North Bay, and Sudbury as their potential filming location. Providing support through the Community Development Fund-Economic Development Stream could help to bring this production and the economic benefits that come from film productions to Sault Ste. Marie.

Darius Films and their Northern Ontario Producing Partner (a Sault Ste. Marie local business) Edge Entertainment requests support from the City of Sault Ste. Marie in the form of a one-time grant for \$10,000 to help offset costs incurred such as city services and additional costs for crew travel and accommodations.

This support is crucial in the absence of full film crews in Sault Ste. Marie and longer distance from Toronto, as compared to North Bay or Sudbury. If approved, the funds will also help to offset increased transportation costs for the additional distance from Toronto to Sault Ste. Marie (compared to Sudbury and North Bay) and minimizes the monetary impact to the producer when selecting our community as their filming destination.

The local economic impact of the Production is significant, with a direct and indirect spend of approximately \$1.6M. The primary benefactors from the Production, include, hotels, restaurant/bars, car rentals, location & office rentals, security, construction and equipment rentals companies.

In addition to the benefits listed above, Darius Films anticipates hiring 35 full-time temporary jobs for technical crew, production management and director assistants over a 10-week period. The result of which is increased salaries and spending being injected into the local economy.

## Economic Development Program Application

March 21, 2022

Page 2.

### **Analysis**

Darius Films is seeking \$10,000 from the Community Development Fund-Economic Development Stream to help offset costs incurred such as city services and additional costs for crew travel and accommodations.

In recognition of the strong economic impact the production will have on the local economy the Economic Development Corporation of Sault Ste. Marie, recommends that Council approve a request of \$10,000.00 from the Economic Development Stream.

Resolutions from the Sault Ste. Marie Economic Development Corporation reads as follows:

Mover: S. McCoy

Seconder: J. Bisceglia

Resolved that the Board of Directors recommend that the request for funding (\$10,000.00) by Warrior Strong [Darius Films] be approved as a recommendation to City Council for funding.

### **Financial Implications**

No new funds would be required. The Community Development Fund-Economic Development Stream currently has \$1,820,059 for the purpose of providing financial assistance for the implementation of strategic economic development projects and tourism related initiatives.

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

The Corporate Strategic Plan contains numerous references to growing our community and meeting local employer demands by attracting skilled labour to the community.

Furthermore, this matter would align with the FutureSSM pillar of Economic Growth and Diversification and the goal of inviting immigration and welcoming newcomers.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated March 21, 2022 be received and that the application to the Community Development Fund-Economic Development Stream of \$10,000 be approved.

Respectfully submitted,

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

# **DARIUS FILMS**

## **ECONOMIC DIVERSIFICATION FUND APPLICATION**

### **Feature Film “WARRIOR STRONG”**

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#### **Introduction**

#### **Darius Films – “Warrior Strong” – Movie Film Production for Sault Ste. Marie**

Darius Films is requesting support from the City of Sault Ste. Marie to host Darius Films' latest Feature Film, "WARRIOR STRONG". Darius Films is currently scouting Sault Ste. Marie, North Bay, and Sudbury as their potential filming location. Providing support through the Economic Diversification Fund could help to bring this production and the economic benefits that come from film productions to Sault Ste. Marie. Darius Films and their Northern Ontario Producing Partner (a Sault Ste. Marie local business) Edge Entertainment requests support from the City of Sault Ste. Marie in the form of a one-time grant for \$25,000 to help offset costs incurred such as city services and additional costs for crew travel and accommodations. This grant support is crucial in the absence of full film crews in SSM compared to North Bay or Sudbury. The funds also help to offset increased transportation costs for the additional distance from Toronto to SSM (compared to Sudbury and North Bay) and minimizes the monetary impact to the producer when selecting SSM as their filming destination. As Sault Ste. Marie continues to grow its crew base and infrastructure, this type of support will not be necessary in the future but is vital to remain competitive at this time.

#### **Applicant Information**

- 1.1.1. Applicant Name: Edge Entertainment (Local Business) – A Sault Ste. Marie/Los Angeles based “independent” Company lead by Rosalia Chilelli and Jennifer Pun and Darius Films – A Toronto/LA based “independent” film production company lead by Nicholas Tabarrok (LA) and Leah Jaunzems (Toronto)
- 1.1.2. Names of Officers, Directors and Principals: Founded by Nicholas Tabarrok Darius Films is located in Toronto, Ontario and Los Angeles, California. A leading Canadian production company, Darius Films has produced over 30 high quality feature films which have premiered at prestigious festivals including the Toronto International Film Festival, won major awards (and named to TIFF’s annual Canada’s Top Ten list), and have sold around the world. Darius is known for working with high level cast (including Ethan Hawke, Nike Nolte, Tim Roth, Susan Sarandon, Donald Sutherland, Woody Harrelson, Kurt Russell) and continues to receive support from major Canadian Funders (CMF, Telefilm, Ontario Creates, NOHFC).

Website: [www.dariusfilms.com](http://www.dariusfilms.com)

IMDB:

Darius Films: <https://www.imdb.com/search/title/?companies=co0133523>

Nicholas Tabarrok:

[https://www.imdb.com/name/nm0002431/?ref\\_=fn\\_al\\_nm\\_1](https://www.imdb.com/name/nm0002431/?ref_=fn_al_nm_1)

- 1.1.3. History of Organization – Darius Films' latest production, Night Train, was part of the official competition at the Cannes International Film Festival. Darius Films also completed its first documentary, a biopic on the King of Thailand entitled Kingship.
- 1.1.4. Organization mandate – For profit Canadian Film Production Company
- 1.1.5. Key contact for initiative – Rosalia Chilelli, President, Edge Entertainment
- 1.1.6. Contributing Partners – NOHFC, CION, Canadian Media Fund, Ontario Creates, Aque Media, New Tang Dynasty Television (Canada), Sault College of Applied Arts and Technology (contingent on filming in Sault Ste. Marie) and Garden River First Nation (contingent on filming in Sault Ste. Marie)

## **2. Project Information**

### **2.2.1 Project Description**

#### **Synopsis:**

After a near fatal heart attack, AVERY SCHMIDT is forced to take a break from his job as coach of the highschool team, the Dumont Warriors, who haven't won a championship for over a decade. In his absence Schmidt's boss calls up disgraced NBA bad boy and Dumont Warrior star alumni BILAL IRVING to help - and promptly promises the community a winning season. Bilal is thrown into head coaching duties and quickly learns that his chalkboard game plan must extend beyond the court to bring his players together as a team.

Prior to the start of filming, a portion of the crew and production team will be in SSM completing pre-production work for four to five weeks.

- 2.2.2 Objectives – Darius Films has indicated that Sault Ste. Marie fits with the profile of the film. The feature film is a hero story that promotes the sport of basketball in high school. We believe that this feature film would be a great opportunity to highlight Sault Ste. Marie as a strong basketball community. This feature is eager to work with our Highschool Basketball players, Steel City Slam, and EJ Ballers. The film will also lend itself to the upcoming 15 AND UNDER Basketball Tournament and could help promote the tournament in tandem.
- 2.2.3 Performance targets – Complete the film production and remain within budget (Total Film has a \$ 5 million budget).
- 2.2.4 Impacts and Limitations of Project – The proposed EDF budget for this project is capped at \$10,000. There are no other risks or limitations to the City in supporting this film production.
- 2.2.5 Methodology and timing (including key dates for progress reports and final report to Council) – Production Time Lines would commence in May 2022 and would be completed by the end of August 2022; post production would continue to late 2022. Release date for the film would be 2023. Timing to incur eligible expenses would take place from February to April 2022..

## **3. Costs and Financing**

- 3.1.1 Detailed project costs – Darius Films is working on finalizing the estimated costs for their requirements for City Services, travel and living and accommodations. Early estimates are that these items will add up to over \$250,000 with hotel cost hovering around \$90,000 (pre MAT Tax).

- 3.1.2** Financing arrangements (e.g., equity, loans, etc.) and funding partners: NOHFC, Canadian Media Fund, Ontario Creates, Aqute Media, New Tang Dynasty Television (Canada),
- 3.1.3** Balance, Financial Statements, Cash flow projections (historical and projected): Given that the project is registered as its own entity, these are not available at this time. We can provide budget, finance plan and cash flow projections for the project upon request.

#### **4. Economic Benefits**

Description of how the project promotes economic growth and diversification - The Film and Television Production industry is one of Ontario's largest growing sectors, contributing over \$2.6B into the economy annually. Northern Ontario Production levels have been drastically increasing over the years since the inception of the Northern Ontario Heritage Fund Film and Television Stream. The Sault Ste. Marie film and television industry has seen a steady incline since the City began to actively facilitate and attract productions to the region. However the ability to compete with jurisdictions that remain closer to the GTA has always been a challenge. With a minimal contribution to help attract this production to the region the return on investment from the spend in the community will be significant. For example hotel spend is hovering at approximately \$90,000. Per Diem equals that amount and is always spent locally at restaurants as most crew eat out for the duration. Crew also shops locally while in Sault Ste. Marie. Car rental, location rentals, office rentals and supplies, security, actors and background actors, construction materials, local equipment rental and local crew wages will also contribute to the SSM economy. Early estimates are that of the \$2M dollar Northern Ontario spend, a direct spend \$1.2 M will be spent locally resulting in an economic impact of closer to the community of \$1.6M.

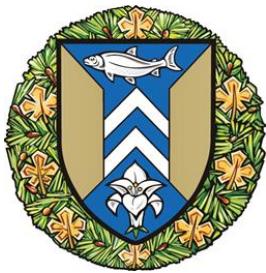
- 4.1.1** Projected job creation – estimated 35 full-time temporary jobs for technical, crew, production management, and director assistant for 10 weeks. Key lead staff will be coming to Sault Ste. Marie and will provide training for the local crew hired. There will be spinoff job retention with the existing Sault Ste. Marie businesses as well. Visiting crew and cast from outside of the community are also provided with a daily per diem that is spent on Food, Clothing, and other necessities while filming.
- 4.1.2** Other economic and community benefits – Darius Films and Edge Entertainment are committed to working with Sault College Film Production Students, Local Employment Agencies such as Employment Connections and Sault Career Centre, and Surrounding First Nation Communities to provide on-the-job training. This project will facilitate the capture of NOHFC funding for film productions in Northern Ontario.

#### **5. Community Benefits**

- 5.1.1** How the project complements other local initiatives – The production of WARRIOR STRONG supports tourism by hosting visiting cast and crew. It also complements Sault Ste. Marie's Arts and Culture industry. In addition they will also be working with local employment agencies, Garden River First Nations and Sault College enhancing their job placement opportunities. And finally, they will be working with various high schools providing youth with internships and employment opportunities while learning about film production.
- 5.1.2** Impact on the community as a whole – By hosting this production this will help SSM to build a stronger relationship with this producing team. It will

provide the opportunity to have more on job placements from the Sault College Digital Film Production Program and Garden River First Nation. It enhances our reputation as a community that celebrates diversity and tolerance and supports Arts and Culture. Other opportunities have been discussed with Darius Films as well as other production companies for future productions. This will be Edge's second production in SSM in less than a year. Having the Darius production in SSM will further Edge Entertainment as well – a locally owned business. In addition, this production has received funding from Ontario Creates and this ensures they will be in their 2022 marketing materials and "Shot in Ontario" publications. A production of this size carries cache and if completed in SSM enhances its reputation as a small community totally capable of servicing larger projects. This type of affirmation is required in particular to attract larger productions and long running TV series. Finally this project will have a theatrical release in North American and then likely go to streaming worldwide. This presents another opportunity to showcase SSM globally. A qualitative and valuable return on investment.

- 5.1.3 The use of this funding to partially offset the use of city services (parking, facilities, Paid Duty Officers and Cars, Public Works Equipment Rental) will in fact generate revenue for the Corporation of the City of SSM as well as the community's private sector.



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Travis Anderson, Director Tourism & Community Development

DEPARTMENT: Community Development and Enterprise Services

RE: TDF Application- Soo Finnish Ski Club- Ontario Youth Championships

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#### Purpose

This report provides recommendations to City Council from City staff and the Tourism Sault Ste. Marie Board of Directors for the distribution of Tourism Development Funds.

#### Background

The Tourism Development Fund (TDF) was implemented June 1, 2021 to provide financial support to the broader tourism sector in different 2 streams- Festivals & Special Events and Attractions & Product Development. The funds for both streams of the TDF are generated from revenue collected by the Municipal Accommodation Tax (MAT).

Consideration will be given to support initiatives that produce positive results in at least one of the following criteria:

- Development quality tourism products & events;
- Increase in overnight stays and visitor spending in Sault Ste. Marie;
- Enhancement of the Sault's tourism product offerings;
- Support of the city's reputation and position as a first-rate visitor destination;
- Fulfill a gap in the tourism visitor experience landscape; and
- Encourage private sector tourism investment in SSM

Upon receipt of a TDF application, Tourism staff reviews the application for eligibility and assessment criteria and brings a recommendation forward to the Tourism Sault Ste. Marie Board of Directors. The Tourism Sault Ste. Marie Board of Directors further evaluates the applications and makes a recommendation to City Council for the distribution of the grant funds.

Tourism Development Fund Application – Soo Finish Nordic Ski Club

March 21, 2022

Page 2.

**Analysis**

Tourism Development Fund applications are permitted with ongoing intake and are reviewed monthly at the Tourism Sault Ste. Marie Board of Directors meetings. At the Tourism Sault Ste. Marie Board of Directors meeting March 10<sup>th</sup>, 2022 an application made by the Soo Finnish Nordic Ski Club (SFN) for consideration.

The 2022 Ontario Youth Championships (OYC) is a 2-day nordic/cross-country ski event for male and female able-bodied and paranordic athletes - from across Ontario - ranging in age from 8 to 13.

The OYC is an annual event, (not held in 2021 due to the COVID-19 pandemic). The 2022 OYC was to be hosted in Timmins, ON but the Porcupine Health Unit in January informed the Organizing Committee that the event was not able to proceed as planned. As a result, Cross Country Ski Ontario (XCSO) approached SFN - on short notice - to host the 2022 OYC. The objectives for the event include: proceeding with having an OYC in 2022 (rather than seeing the event cancelled); providing a quality race experience for athletes aged 8 to 13; showcasing that SFN can deliver a safe and quality event as well as positioning SFN/Sault Ste. Marie as the logical host for the OYC in 2023.

The impact of hosting the 2022 OYC on Sault Ste. Marie will be see 100+ families requiring overnight lodging and meals for 2+ days. Experienced/keen families will arrive on the Thursday night preceding the event such that their athletes have the ability to pre-ski the course and familiarize themselves with the setting for the event. The estimated economic impact of this event exceeds \$100,000.00

As such, the Tourism Sault Ste. Marie Board of Directors favourably supports the TDF request from the Soo Finnish Nordic Ski Club to assist with expenses associated with hosting the Ontario Youth Championships. The following resolution was passed:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution through the Tourism Development Fund- Conferences and Special Events stream in the amount of \$7500.00 to support the Ontario Youth Nordic Ski Championships (hosted by the Soo Finnish Nordic Ski Club) and that a report be submitted to City Council for consideration and approval.”

Moved by: D. Marini

Seconded by: L. Foster

**Financial Implications**

No new funds would be required. The Tourism Development Fund currently has \$373,335 uncommitted for the purposes of financial assistance within the tourism sector.

Tourism Development Fund Application – Soo Finish Nordic Ski Club

March 21, 2022

Page 3.

**Strategic Plan / Policy Impact**

This item supports the Corporate Strategic Plans Focus Area: Community Development- Develop partnerships with key stakeholders and reconciliation.

Furthermore, this matter would align with the FutureSSM pillar of Economic Growth and Diversification and the goal of inviting immigration and welcoming newcomers.

**Recommendation**

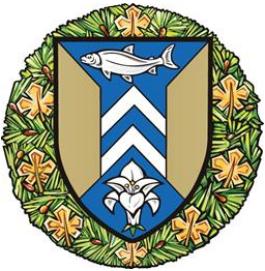
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated March 21, 2022 concerning the Soo Finnish Nordic Ski Club- Ontario Youth Championships Tourism Development Fund application be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$7500 from the Tourism Development Fund be approved.

Respectfully submitted,



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



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Virginia McLeod, Manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: Designated Heritage Property Grant – Wawanosh Monument

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#### Purpose

The purpose of this report is to seek Council's approval for a grant in the amount of \$2,200 toward the cost of repairs of the Wawanosh Monument located at 96 Great Northern Road which is a designated heritage property.

#### Background

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may apply to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures which ensure the ongoing integrity of their heritage property. The grants are generally limited to a maximum of \$3,000 for a single applicant.

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Heritage Property Grant application (attached) from the Royal Canadian Legion Branch 25 on behalf of the Children of Shingwauk Alumni Association to complete restoration work on the Wawanosh Monument located at 96 Great Northern Road which was designated under Part IV of the Ontario Heritage Act in 2021.

Designated Heritage Property Grant – Wawanosh Monument

March 21, 2022

Page 2.

**Analysis**

At their meeting on March 2, 2022 the S.S.M.M.H.C. reviewed the application from Royal Canadian Legion Branch 25 for repairs of the Wawanosh Monument. The restoration is one component of a larger project which includes creating a pathway to the monument to make it more accessible. The estimated cost of the restoration portion of the project is \$2,203. The following resolution was passed;

Moved by: Councillor M. Shoemaker

Seconded by: S. Meades

“Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend a designated heritage property grant in the amount of \$2200.00 for repairs to the Wawanosh Monument be approved; and further that payment be rendered upon submission of the paid contractor’s invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee..”

CARRIED

**Financial Implications**

The 2022 budget for designated heritage property grants is \$12,000 and there are no commitments to date.

**Strategic Plan / Policy Impact**

Focus Area – Quality of Life: Promotion of our City’s arts, culture, historic and heritage sites is an essential component in achieving economic health.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated March 21, 2022 concerning the Designated Heritage Property Grant – Royal Canadian Legion Branch 25 for a grant in the amount of \$2,200 to support the repairs to the Wawanosh Monument located at 96 Great Northern Road be approved; and further that payment be rendered upon submission of the paid contractor’s invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee.

Respectfully submitted,

Virginia McLeod  
Manager of Recreation and Culture  
705.759-5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



## Sault Ste. Marie Municipal Heritage Committee

### APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."

1. Applicant

Name Royal Canadian Legion Bn 25/Wawanosh Memorial	Telephone (include area code)
Address 96 GAT. NORTHERN Rd. Sault Ste. Marie, ON	Postal Code P6B 4Y5

2. Property for which application is being made:

as above on behalf of the Children of Shingwauk

3. Have you previously received a Designated Property Grant for this property?

Yes       No

(If "Yes," give date and amount)

Date	Amount

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
This grant will be used to re-point and restore the Wawanosh Memorial under #4 Structure. Work will include chiseling out of joints, re-laying loose stones, point joints, cleaning masonry using TIEEN mortar	see attached Quotes

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	Amount
	\$ 2200.00
Other Level of Government Funding	\$ N/A
Private Funds	\$ N/A

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant

Helen Stewart

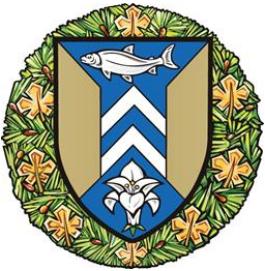
Date

Feb. 14/22

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Virginia McLeod, Manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: Designated Heritage Property Grant - Cenotaph

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#### **Purpose**

The purpose of this report is to seek Council's approval for a grant in the amount of \$3,000 toward the cost of restoration and cleaning of the Cenotaph located at 426 Queen Street East which is a designated heritage property.

#### **Background**

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may apply to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures which ensure the ongoing integrity of their heritage property. The grants are generally limited to a maximum of \$3,000 for a single applicant.

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Heritage Property Grant application (attached) from the Royal Canadian Legion Branch 25 on behalf of Veterans to clean the Cenotaph located at 426 Queen Street East which was designated under Part IV of the Ontario Heritage Act in 2005.

#### **Analysis**

At their meeting on March 2, 2022 the S.S.M.M.H.C. reviewed the application from Royal Canadian Legion Branch 25 on behalf of Veterans for restoration and

Designated Heritage Property Grant - Cenotaph

March 21, 2022

Page 2.

cleaning of the Cenotaph. The estimated cost of the project is \$4351. The following resolution was passed;

Moved by: A. White

Seconded by: N. Curry

"Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend a designated heritage property grant in the amount of \$3,000.00 for the cleaning of the Cenotaph be approved; and further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee.."

CARRIED

**Financial Implications**

The 2022 budget for designated heritage property grants is \$12,000 and there are no commitments to date

**Strategic Plan / Policy Impact**

Focus Area – Quality of Life: Promotion of our City's arts, culture, historic and heritage sites is an essential component in achieving economic health.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated March 21, 2022 concerning the Designated Heritage Property Grant – Royal Canadian Legion Branch 25 for a grant in the amount of \$3,000 to support the restoration and cleaning of the Cenotaph located at 426 Queen Street East be approved; and further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee.

Respectfully submitted,

Virginia McLeod  
Manager of Recreation and Culture  
705.759-5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



## Sault Ste. Marie Municipal Heritage Committee

### APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note. In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant".

1. Applicant

Name Royal Canadian Legion DR 25f behalf of Veterans Telephone (include area code) \_\_\_\_\_

Address 96 GRT. NORTHERN RD. Sault Ste. Marie, ON Postal Code P6B 4Y5

2. Property for which application is being made:

Main cenotaph Queen St. Sault Ste. Marie, ON.

3. Have you previously received a Designated Property Grant for this property?

Yes  No

(If "Yes, give date and amount)

Date	Amount

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
- Clean stone work	- Way to prevent leaching
- polish/lead lettering	
- clean BRONZE statue	4,351.1

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	\$ 3000.
Other Level of Government Funding	\$
Private Funds	\$

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

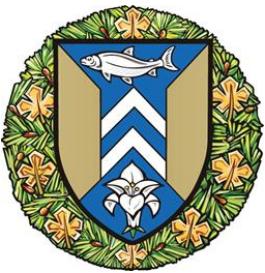
Applicant Helen Stewart.

Date Feb. 23/22

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Virginia McLeod, Manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: Heritage Register – Properties Recommended for Listing

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#### **Purpose**

The purpose of this report is to seek City Council approval to add twenty-eight (28) properties to the Sault Ste. Marie Heritage Register as listed properties.

#### **Background**

The Identifying properties of cultural heritage value or interest is an important part of a municipality's role in heritage conservation. The Municipal Heritage Committee (M.H.C.) has been working on two key projects related to identifying heritage resources. The Official Plan update "Shape the Sault" led by the Planning Department engaged the Municipal Heritage Committee in helping to identify locally significant heritage areas. Simultaneously, members of the Municipal Heritage Committee were working on the development of a list of properties to consider adding to a municipal heritage register.

The working group reviewed each property to determine if further research was required, and assessed which properties could be recommended to be added to the register. The committee has met numerous times over the past three years to review, edit and refine the list of properties. At the March 15, 2021 meeting the following resolution was passed:

Moved by: J. van Haaften

Seconded by: Councillor S. Hollingsworth

"Resolved that the initial list of 34 properties be approved and that the Municipal Heritage Committee request permission from City Council to consult with the property owners and obtain feedback be approved."

CARRIED

A report to Council was prepared and the following resolution was passed at the April 26, 2021 meeting of City Council.

Moved by: M. Scott

Seconded by: L. Vezeau-Allen

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Resolved that the report of the Manager of Recreation and Culture dated April 26, 2021 concerning Heritage Register – Listed Properties be received and that the Municipal Heritage Committee be authorized to conduct virtual information session(s) with property owners and report to City Council.

CARRIED

On November 11, 2021 a letter was sent to each of the property owners inviting them to attend one of two information webinars to provide an overview of the process, implications and benefits of listing. Details on how to attend the webinar or send feedback were outlined.

At the February 2, 2022 meeting of the Municipal Heritage Committee the following resolution was passed:

Moved by: K. Kazmierowski

Seconded by: S. Meades

Resolved that the Municipal Heritage Committee recommend that the following properties as presented be brought to City Council for inclusion on the heritage register:

1. 286 John Street
2. 52 Trelawne Avenue (16 Rosedale)
3. 279 Cathcart Street
4. 136 Pilgrim Street
5. 59 Fauquier Street (Hamilton House)
6. 69 Borron Avenue
7. 184 Pim Street (Marshall Apartments)
8. 15 Summit Avenue
9. 19 Summit Avenue
10. 182 Church Street
11. 3 Summit Avenue/90 Ontario Avenue
12. 188 Church Street
13. 11 Summit Avenue
14. 372 Bruce Street
15. 1019 Queen Street
16. 1062 Queen Street
17. 508, 510, 512 Queen Street E., Elizabeth Wilcox Building
18. 175 Queen Street East, (King's Apartments)
19. 478-480 Queen Street East
20. 484-488 Queen Street East, Taylor Block
21. 618-620 Queen Street East
22. 667-669 Queen Street East
23. 754 Queen Street East
24. 801, 803, 805 Queen Street E., McCormick Block
25. 95 Huron Street, Pulp Tower

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- 26. 107 Huron Street, Yard Locker & Board Mill
- 27. 130 John Street (Church)
- 28. 136 John Street (Hall)
- 29. 221-223 Brown Street
- 30. 644 Albert Street East

With the exception of the following four (4) properties which are not recommended to be included on the heritage register:

- 1. 712 Wellington Street
- 2. 1 Herrick Street
- 3. 601-617 Queen Street
- 4. 130 Wellington Street East

be approved.

CARRIED

Following the meeting two (2) additional properties owners sent correspondence noting their objection to be included on the Heritage Register as a listed property. As a result, the Municipal Heritage Committee passed the following resolution at the March 2, 2022 meeting:

Moved by: Councillor M. Shoemaker

Seconded by: D. Greenwood

“Resolved that the Sault Ste. Marie Municipal Heritage Committee removed 644 Albert Street East and 15 Summit from the list of properties that the Municipal Heritage Committee is recommending that City Council consider for inclusion on the Sault Ste. Marie Heritage Register as a listed property;

and further that the twenty-eight (28) properties be brought forward for as identified at the February 2, 2022 meeting of the Municipal Heritage Committee.

CARRIED

### **Analysis**

Identifying properties of cultural heritage value or interest is an essential part of the municipality's role in heritage conservation. Although inclusion on the Heritage Register as a listed property provides interim protection from demolition, it does not preclude an owner's ability to make exterior and interior alterations in the case when demolition or a development application is not involved. Listing does not trigger maintenance requirements over and above existing property standards. Property owners are able to obtain a building permit for non-demolition related alterations and it does not preclude a property from undergoing renovation.

In addition, when a property is “listed” it does not necessarily mean that it will be subsequently “designated” under Part VI of the Ontario Heritage Act. Designation

## Heritage Register – Properties Recommended for Listing

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of a heritage property is legally binding and requires owners to seek approval for alterations and additions. Designation generally happens in the following scenarios:

- A property owner wishes to take advantage of one of the City's heritage incentive programs and requests a further staff evaluation and designation, as appropriate.
- A property owner gives notice of an intention to demolish the listed building and further evaluation recommends designation.

There are twenty-eight (28) properties recommended for listing outlined in Appendix A – Properties Recommended for Listing.

Although the municipality is not required to consult with the property owners before including non-designated properties on the municipal register under the Ontario Heritage Act, property owners were notified and invited to attend one of two information sessions. The package of information sent to each property owner included a letter with information on the sessions, instructions on how to send in feedback along with a handout of Frequently Asked Questions, which is attached as Appendix B – Heritage Listing FAQ's.

There were five (5) property owners representing seven (7) properties that attended the information session. In addition, three (3) additional properties contacted city staff to obtain more information. Prior to the February 2, 2022 meeting of the Municipal Heritage Committee four (4) letters of objection were received from properties owners including;

1. 712 Wellington Street
2. 1 Herrick Street
3. 601-617 Queen Street
4. 130 Wellington Street East

Following the meeting an additional two (2) property owners submitted objections to having their properties included on the register as a listed property. The additional letter of objections and correspondence with City staff were discussed at the March 2, 2022 meeting of the Municipal Heritage Committee. The Municipal Heritage Committee passed a resolution to remove the two properties from the list that would be presented to City Council.

1. 644 Albert Street East
2. 15 Summit Ave.

The letters of objection are attached as Appendix C.

The Municipal Heritage Committee is planning to reach out to the property owners who objected to discuss the benefits of listing and gain a better understanding of their concerns.

Heritage Register – Properties Recommended for Listing

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**Financial Implications**

There are no financial implications associated with this report.

**Strategic Plan / Policy Impact**

Focus Area – Quality of Life: Promotion of our City's arts, culture, historic and heritage sites is an essential component in achieving economic health.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated March 21, 2022 concerning the Heritage Register – Properties Recommended for Listing be received and that the addition of twenty-eight (28) properties to the Sault Ste. Marie Heritage Register as listed properties;

1. 286 John Street
2. 52 Trelawne Avenue (16 Rosedale)
3. 279 Cathcart Street
4. 136 Pilgrim Street
5. 59 Fauquier Street (Hamilton House)
6. 69 Borron Avenue
7. 184 Pim Street (Marshall Apartments)
8. 19 Summit Avenue
9. 182 Church Street
10. 3 Summit Avenue/90 Ontario Avenue
11. 188 Church Street
12. 11 Summit Avenue
13. 372 Bruce Street
14. 1019 Queen Street
15. 1062 Queen Street
16. 508, 510, 512 Queen Street E., Elizabeth Wilcox Building
17. 175 Queen Street East, (King's Apartments)
18. 478-480 Queen Street East
19. 484-488 Queen Street East, Taylor Block
20. 618-620 Queen Street East
21. 667-669 Queen Street East
22. 754 Queen Street East

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23. 801, 803, 805 Queen Street E., McCormick Block

24. 95 Huron Street, Pulp Tower

25. 107 Huron Street, Yard Locker & Board Mill

26. 130 John Street (Church)

27. 136 John Street (Hall)

28. 221-223 Brown Street

be approved.

Respectfully submitted,

Virginia McLeod

Manager of Recreation and Culture

705.759.5311

[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)

# Sault Ste. Marie Municipal Heritage Committee

## Properties recommended for Listing on the Heritage Register

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# West End Properties

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## 286 John Street



### Significant Owners, Date, description of cultural or Heritage value/significance

Built in 1911 from local sandstone by James Lyons, this residence has wood shingles on the 3<sup>rd</sup> floor and roof, a turret on the west side which has bay windows on the 1<sup>st</sup> and 2<sup>nd</sup> floors. Details include; scalloped wood detail on the attic, brick detail around the windows, and brown corner stones. The building's attic contains historical aspects and while obscure, the building's storm windows are somewhat historic.



## 52 Trelawne Avenue (16 Rosedale)



Back view from Rosedale Place

### **Significant Owners, Date, description of cultural or Heritage value/significance**

This stately home was built of local sandstone around 1908, and is located halfway down the side of the hill between downtown and uptown. Occupied by A. L. Virene, Chemist at Algoma Steel, from 1912 to 1914. The building itself is 2.5 storeys with a 2 storey wooden porch. Windows are aluminum but replace the original wood ones in the same configuration, otherwise the building has not been altered. The original address was on Trelawne Avenue but by 1920 the address and access has been from Rosedale Avenue.

## 279 Cathcart Street

### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built around 1914 the first two stories are built using local sandstone including the columns on the porch. The third floor wood siding has a scalloped detail in the attic and above the porch. Three wood columns support the veranda. There are few modifications to the original structure. The building's materials and relatively unchanged and the property stands out on the streetscape. Edward Wall is listed as the first resident.



## East End Properties

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### 136 Pilgrim Street



#### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built in 1910 with local sandstone in a Tudor style. It is believed to have been built by J. H. Bryan, a local businessman. There have been few modifications to the building and the exterior has been mostly unchanged. It has been the home of Albert Wood, a contractor (1915-1945), G. A. McGuire, a local businessman (1959-1975) and father of Gerry McGuire, former president of Sault College. In 1978 it became the Gord Saunders House operated by Operation Springboard, its current use. It is one of the largest homes on the Pilgrim Street.

## 59 Fauquier Street (Hamilton House)



### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built in approximately 1908, the building has a sandstone foundation with wood siding. The building still has the original wood windows, wood siding, and the original chimneys. The rafters are mostly original with some changes. Currently divided into apartments, it is prominently located on the hill overlooking the city.

Henry (Harry) S. Hamilton, lawyer and judge was a long term resident of this home from 1925-1970.



## 69 Borron Avenue



### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built in 1902, it was constructed in a variation of the Colonial Revival style known as Dutch Colonial. It features a gambrel roof and local sandstone on the first floor.

At an unknown time in the homes history, the south facing verandah was enclosed and a pair of gothic style windows were incorporated into the south wall.



## 184 Pim Street (Marshall Apartments)



### **Significant Owners, Date, description of cultural or Heritage value/significance**

The building at the southeast corner of Pim and Wellington dates from 1901 or earlier. It was built with plain bricks and a sandstone foundation. The building has a large porch that is original and features wood windows.

The building was home to A. C. Boyce, the first M.P. of Algoma West (Sault Ste. Marie's federal riding prior to 1966) from 1905 – 1917.

In the 1891 census, the residents may have been Robert Stark, a shoemaker, his wife Annie, and six children, aged between 1 and 17. In the 1901 City Directory (the first), this family is listed at this address.

The building was divided into multiple units in 1939-40, and was named Marshall Apartments in the 1944 City Directory. Sheriff George Lee was one of the first tenants.



# 19 Summit Avenue



## **Significant Owners, Date, description of cultural or Heritage value/significance**

Built in 1911, the building has a sandstone foundation and a brick exterior. The south facing first floor extension appears to have been added at a later date with different colored brickwork. There is a pretty stone bridge and extended driveway. The heavily forested south side of the property extends to Ontario Avenue.

This is one of five homes on this end of Summit Avenue occupied by executives of the Algoma Central & Hudson's Bay Co. Railway. The original occupant was CHC Jones, manager operations Spanish River Pulp and Paper Mills Lake Superior Paper Co. Ltd.



## 182 Church Street



### Significant Owners, Date, description of cultural or Heritage value/significance

This brick building with a large enclosed porch and sandstone basement, was built before 1914 by John Lapointe. The building has a circular-shaped section, similar to a turret. Windows are original, along with the enclosed porch and the fascia/soffit with the false gable ends. The stairway has been replaced and the building is prominent on Church Street.

John Lapointe was the homeowner from 1912-1935. The house stood vacant from 1936-1938, and was divided into three apartments after 1939.



# 3 Summit Avenue, 90 Ontario Avenue



## Significant Owners, Date, description of cultural or Heritage value/significance

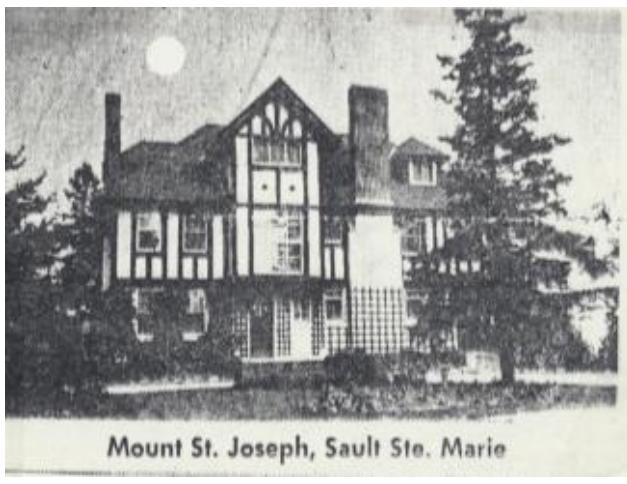
The building itself was believed to have been constructed in 1928 of stucco and brick and was constructed in a Tudor style. The building is on 6.83 acres.

The first resident was George R. Gray, Director Abitibi Power and Paper Company Ltd. The house was called Cedarhurst.

Although there is no indication in the city directory that Sir James Dunn lived in this building, there is a record of the home being used as the Sir James Dunn Convalescent Home in 1945, while the city directory lists this building as "vacant". Between 1944-1948 Dunn was residing at 13 Summit Ave, according to the city directory listing.

In 1950, the property was transferred by Sir James Dunn to the Sisters of St. Joseph, with the provision that they use the building as a regional house for Sisters, and a school for girls. The building was to be called "Mount St. Joseph". His gift was an acknowledgement of the care he had received from the Sisters while in hospital.

Mount St. Joseph College for Girls was opened in 1959, on land adjacent to Mount St. Joseph Convent.



Mount St. Joseph, Sault Ste. Marie



Sir James Dunn Convalescent Home is pictured on May 9, 1945, in this Sault Ste. Marie Public Library archive photo

## 188 Church Street



### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built before 1914 from sandstone with cedar shakes and pillars. The current pillars may be replacements, with exception of the sandstone sections. The original porch is still in place with a vinyl covering and the foundation is still original with ventilation. Windows are aluminum, except the foyer. The basement windows are original as with all of the sandstone sills. While the building has been altered, it still retains its value as a prominent historic sandstone structure.

Residence of Benjamin Cohen, Manager Algoma Iron Metal Co. from 1902 – 1936.

## 11 Summit Avenue



### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built in 1937 from sandstone, the building's architecture has been noted to be of historic value.

This is one of five homes on this street occupied by executives of the Algoma Central & Hudson's Bay Co. Railway. Original occupant was A. M. Wilson, Engineer. Algoma Central & Hudson's Bay Co. Railway.

## 372 Bruce Street



### **Significant Owners, Date, description of cultural or Heritage value/significance**

This home was built in 1916 from wood with a sandstone base, at the southeast corner of Bruce Street and Algoma Avenue. Architectural features that are noted include its design as a farmhouse, the widow's watch on top (flat roof) with a railing and an unaltered dormer. The building is prominently located on the corner of the lot..



## 1019 Queen Street



### **Significant Owners, Date, description of cultural or Heritage value/significance**

The first resident was John Collins (1908). Built on a sandstone foundation the home has wood and vinyl siding. The building has the original windows, pilasters, porch columns and detailed woodwork are highlighted.. Any modifications to the building have been done in a way to preserve its original style. The building stands out on the street.



# 1062 Queen Street



## **Significant Owners, Date, description of cultural or Heritage value/significance**

Built after 1946 from sandstone. The building still has the original windows, copper cupola above front window and aluminum fascia and soffits. It is one of the large historic structures constructed from sandstone in Sault Ste. Marie.

First owner was James McMaster, General Manager of McMaster Fuels (1947-1959).



## Downtown Properties

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### 508, 510, 512 Queen Street E., Elizabeth Wilcox Building



#### **Significant Owners, Date, description of cultural or Heritage value/significance**

This commercial building was built in 1902 of brick with art deco concrete columns. The first occupant was Wilcox-Eldridge Real Estate Company. The building retains the art deco style, which is unique in Sault Ste. Marie, and still has its original windows and doors. It is another of the buildings on Queen Street that were built before World War I and has retained its unique style. It has housed many businesses and offices since.

## 175 Queen Street East, King's Apartments



### **Significant Owners, Date, description of cultural or Heritage value/significance**

Constructed in 1914 as the King's Theatre (later Griffin Theatre), this building consists of brick (since painted) with plain metal framing. The theatre became vacant in 1926. In 1930, Central Motors, an auto company had set up shop.

By 1934, the King's Apartments were located at the same address and the store was vacant. The left side has been clad with metal siding and it has the original windows, however the lower floor has been redesigned.

## 478-480 Queen Street East



### **Significant Owners, Date, description of cultural or Heritage value/significance**

This building was constructed before 1901 as the Farwell Block and its primary building material is sandstone. The design of the building itself is interesting with banding patterns in the sandstone, with selected lintel sandstone stones, and has a metal cornice and wooden gable ends. Although the ground floor has been modernized the second floor and the exterior walls retain the original character..

The building has been prominent on Queen Street for 120 years. The first major occupant was Northern Hardware Co., later to become the Plummer-Ferguson Hardware Co. One side of the building was rented out to many different businesses. By 1920, Prudential Insurance and Leader Department Store were occupants and it was called the Leader Block. Several businesses have since been tenants.

## 484-488 Queen Street East, Taylor Block



### **Significant Owners, Date, description of cultural or Heritage value/significance**

This building was constructed between 1903 and 1904 and made from decorative brick. The ground floor has been mostly modernized though the upper two floors are still retain the original brick detail and windows. It has been noted as unusual for its height (three stories) as this is uncommon for buildings of its age on Queen St.

Upon completion, the building housed the Julian Taylor Stationary and a clothing store on the ground floor. The short-lived Soo Business College occupied much of the third floor with J.A. Furse as principal. Norman Bethune who became the famous Canadian doctor in China was believed to have attended classes here. By 1910, Taylor Books and Prudential Insurance took up the main floor. In 1920, the English and Scotch woolen company had its store here. More recently and fruit market and Con-ell Furs had set up shop with apartments on the second and third floors.

## 618-620 Queen Street East



### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built prior to 1901, this building has only had its ground floor modernized and the 2nd and 3rd floors are still the original brick and window openings. The building housed the high school, for two years in 1904-1905, which Norman Bethune attended while in Sault Ste. Marie. The main floor has been home to the Robert Pratt Dry Goods store for many years and more recently Virene's. The building is unusually large (3 stories) for Queen St. at the time and thus still stands out.

## 667-669 Queen Street East



### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built in 1896 from local sandstone, its initial use was as a furniture store but soon became the M. J. Mahon funeral home which remained in business until 1948. The building is noted to have significant sandstone blocks on either side and the 2nd floor window above the side entrance still has its original wood frame. It blends in well and thus is not prominent in the block.

## 754 Queen Street East



### **Significant Owners, Date, description of cultural or Heritage value/significance**

Originally known as the Tischart Block, this building was constructed in 1902, initially housed the Tischart Hardware Co., later Pickford Hardware. Later still, Smit Wallpaper and Painter's Supplies occupied the main floor followed by Edwards Paint & Wallpaper. The brickwork is decorative and the building has retained the arched wood windows on the upper floor. The lower level has been modified with new brickwork and stonework, which was completed in a sympathetic way to the building's original architecture. The building stands out on the block.



# 794-796 Queen Street East



## **Significant Owners, Date, description of cultural or Heritage value/significance**

Built before 1914 and known as the Best Block, this building was built as a hall (upstairs). There were many different stores that occupied the two main floor locations over the years with the Hussey-Ferrier Meat Co. and White Drug Store as long-term businesses. The building has been modernized. The upper floor decorative brickwork remains. The building does stand out in this block.

## 801, 803, 805 Queen Street E., McCormick Block



### **Significant Owners, Date, description of cultural or Heritage value/significance**

This building was built around 1905 but shows up as the McCormick Block in 1907. It is noted to have a tin ceiling in the entrance, steel pillars for support, decorative brick façade on the 2nd floor, the windows across the front are wood and retain their original shape. It is highly visible building on Queen Street and prominent within the Heritage Block.

In the early years, it was home to grocery wholesalers, and a fish market. More recently it was home to Rooney & Mervyn, Wholesalers.

## Industrial & Other Properties

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### 95 Huron Street, Pulp Tower



#### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built in 1899 with local sandstone, the Pulp Tower was the largest of the buildings F. H. Clergue owned that made up the Sault Ste. Marie Pulp and Paper Company complex. The building was constructed in a Romanesque style by Francis Head, inspired by the works H. H. Richardson with James Calloway Teague also possibly also influencing the design. This building is very important to Sault Ste. Marie's architectural heritage and represents a key point in time of Sault Ste. Marie's industrial growth.



In 2018, this building made the top ten list of Endangered Places List, issued by the National Trust for Canada.



## 107 Huron Street, Yard Locker & Board Mill



### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built in 1895 these buildings at the site of the former Sault Ste. Marie Pulp and Paper Company share the same design as the rest of the paper mill buildings built by Mr. F. H. Clergue. All are made of local sandstone. These buildings both have value in terms of their unique architecture and as a landmark representing Sault Ste. Marie's early industrial growth.



## 130 John Street (Church) & 136 John Street (Hall)



### **Significant Owners, Date, description of cultural or Heritage value/significance**

130 John Street – former St. John the Evangelist Anglican Church

136 John Street – former St. John's Memorial Hall

The Church was built in 1957 and the Hall was built before 1914. The Church is built of 1950s brick and is a neighbourhood landmark.

The Hall was constructed of local sandstone and construction exemplifies a high degree of craftsmanship and detail. The Hall has also been largely unaltered and stands out as a local landmark.

The properties at 134, 136 and 138 John Street were returned to the Métis Nation of Ontario in 2017 by the Anglican Church of Canada who had owned the properties since 1901.

The three buildings were constructed on a burial ground used originally by local Métis and later by the North West Company's fur-trading fort.



# 136 Cathcart Street, St. Paul's Presbyterian Church



## **Significant Owners, Date, description of cultural or Heritage value/significance**

Built in 1900 and rebuilt after a fire in 1920, St Paul's Presbyterian Church has a sandstone foundation rising 5-6 feet above the ground and has brick construction above which believed to have been added during its reconstruction. The building has a square (decommissioned) belfry located adjacent to the western half and fronted by a contemporary vestibule that is believed to have been added in the 1960s/70s (there is sympathetic maintenance work visible on the windows and belfry). The building's windows are Lancet arch windows throughout the building with the keystones in the voussoir being made of contrasting white brick. The building is highly visible due to its design and height making it a local landmark.



## 221-223 Brown Street



### **Significant Owners, Date, description of cultural or Heritage value/significance**

Built in 1913 using fancy concrete blocks by Chandler Baldwin. W. W. Baldwin Block Works is believed to be the manufacturer of the blocks. This building is believed to be the oldest apartment building in Sault Ste. Marie. The building itself was modeled after southern-style buildings, and the concrete blocks that make it up have a variety of designs and patterns. The front façade of the building consists of an overhanging roof above the 2nd floor supported by three original wooden columns made from wooden boards about six meters long. Large verandas extend out on both the 1st and 2nd floors.

This building has also been home to several important people such as the Browns, who developed the original subdivision and are the namesake of the street and S. F. Howe, a school principal lived there from 1917-1918.





**SAULT STE.MARIE**

# Heritage Property FAQ's

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## **1. What is the Sault Ste. Marie Municipal Heritage Committee?**

The Sault Ste. Marie Municipal Heritage Committee (MHC) advises City Council on the cultural heritage value or interest of properties within the Municipality. They recommend designation of significant properties under the *Ontario Heritage Act*. Members are volunteers interested in heritage conservation. They have expertise in several related fields such as local history, architecture, civic planning, and research techniques. City Council appoints members to the committee.

## **2. What are the benefits and purpose of Heritage Conservation?**

Conservation of heritage buildings is important because it recognizes and preserves pieces of our history and provides a sense of identity and continuity in a fast changing world for both present and future generations. Through the preservation of heritage buildings, landmarks and landscapes we are able to uncover the past and share our community's history and stories. Heritage is important as it adds character and distinctiveness to a neighbourhood and is fundamental in creating a 'sense of place' for a community.

Benefits of Heritage Conservation:

- Strengthen neighbourhoods and can trigger the desirability of the community
- Increase property values and potentially attract tourism dollars to the area
- Conserves natural resources and adaptive reuse of heritage buildings is an important factor in creating sustainable communities.

## **3. What is a Listed Property and how does it differ from a Designated Property?**

A listed property or a non-designated property is one of two types of properties listed in the Municipal Heritage Register and protected under the *Ontario Heritage Act*. A listed property is not regulated by a municipal by-law and its inclusion on the Municipal Heritage Register must be approved by City Council. In the event that the owner intends to demolish or remove the building/structure, City Council must be given a 60-day notice. City Council must then decide to designate the property or allow demolition to occur. A designated property is regulated by a municipal by-law that contains a list of elements and attributes that influence the cultural heritage value of the property. This

by-law also protects the property from demolition or unsympathetic alterations to heritage features of the building.

<b>Designated Properties</b>	<b>Listed Properties</b>	<b>Locally Significant Areas</b>
Regulated by a municipal by-law containing “Reasons to Designate” (a list of elements and attributes that influence the cultural heritage value of the property that are to be preserved)	Not regulated by a municipal by-law but must be approved by City Council for inclusion on the Municipal Heritage Register	Residential neighbourhoods that have been identified as having locally significant design, cultural or natural attributes.  Locally significant heritage areas are Regulated through the city's Official Plan which is approved by Council.
Protected from demolition or unsympathetic alterations to significant heritage features	Interim protection from demolition in which council must be given 60 days' notice of any intention to demolish or remove a building/structure	The Municipal Heritage Committee receives all notices and can comment upon Planning Act applications (minor variance, rezoning, consent etc...) and public works projects within the ROW.

#### **4. Why are properties listed?**

Properties are listed in the Heritage Register to recognize properties that are of cultural heritage value or interest to the community, enhances the knowledge of the community's local cultural heritage, create a database of properties that are of cultural value or interest to the community and provide interim protection from demolition until the property can be designated.

#### **5. Is there a list of Heritage Properties?**

Yes, to view the list of heritage properties go the [Designated Properties Chart](#) on the City of Sault Ste. Marie's [website](#).

#### **6. What information is included in a Listing?**

A listing on the Municipal Heritage Register includes the a legal description of the property, building's address, pictures of the building and a short description explaining the building's heritage value with information on prior owners, the building architecture or relevant information on the building.

## **7. Who initiates Listing?**

The MHC is responsible for identifying properties of cultural value or interest and recommends that City Council place these properties on the Municipal Heritage Register or the MHC receives a request to add a property to the Municipal Heritage Register.

## **8. Under what criteria are Listed Properties evaluated to have Heritage Value?**

Listed and Designated Properties are determined to have met one or more of the following three criteria:

- Design/Physical value:
  - a) A rare, unique, representative or early example of a style, type, expression, material or construction method,
  - b) A high degree of craftsmanship or artistic merit, or
  - c) Demonstrates a high degree of technical or scientific achievement
- Historical/Associative Value:
  - a) Direct associations with a historical event, person or association,
  - b) Can contribute to the understanding of the history or culture of the community, or
  - c) Demonstrates or reflects, the work or ideas of a historical figure of the community
- Contextual Value:
  - a) Important in defining the character of an area
  - b) The property linked to its surroundings, or
  - c) Is Considered a landmark

## **9. When are you informed that your property has been listed?**

The MHC is not required to inform property owners of potential listed properties until City Council approves their addition to the Municipal Heritage Register. However, the MHC is organizing virtual information sessions for property owners and community members in order to obtain feedback and answer questions. The feedback will be included in a report to City Council.

## **10. Can you object to having your property listed?**

Yes, following the notice of intention to list the property owner can submit a notice of objection to the City Clerk's Office detailing your objection and the relevant facts to the objection. After submitting the notice of objection, City Council will meet and decide whether the property will remain listed or be removed, and the property owner will be informed of City Council's decision within 90 days of the decision.

## **11. Does listing a property restrict an owner from making changes to their property?**

A listed property is not given protection under the *Ontario Heritage Act* with the exception of a 60 days' notice being given to Council in the event that the owner intends to demolish or remove the building/structure on the property. The owner is free to make any changes to their property though this may impact the property's chance of being designated.

Listing a property does not trigger any maintenance requirements above existing property standards or restrict altering any features that do not require a building permit. In addition, the City is not allowed to withhold any non-demolition related alterations to the building and does not prevent the property from undergoing renovation or development.

## **12. Are owners of listed properties required to restore the property to its original appearance?**

No, property owners are under no obligation to restore a listed property to its original appearance. Owners of listed properties are only required to do regular maintenance and are not eligible to receive a grant or tax rebate to restore the buildings original appearance until the building has been designated.

## **13. Does listing prevent property owners from adding a new addition?**

No, property owners are allowed to add a new addition to the listed property without interference unless it requires demolition of the building.

## **14. Can a listed property be demolished?**

In the event that the owner intends to demolish the building, they must first submit a notice of intent to demolish 60 days prior to the demolition. City Council must then decide to either let the building be demolished or proceed with designation of the property. If council does not make a decision within the 60 day period, the demolition proceeds as planned. Council cannot apply terms or conditions to the demolition unless they intend to designate the property.

## **15. Does listing increase insurance premiums?**

Listing should not increase insurance premiums as it does not place any additional requirements on the insurer. It is up to the discretion of the property owner to add additional coverage such as "replacement cost" coverage, for important features of the property in case of damage.

## **16. Does listing affect the sale of the property?**

No, being listed does not prevent the sale of the property, however, the listing will remain regardless of the owner of the property. It does not affect the use to which the property may be put or its assessed value.

## **17. How do you designate your property?**

To designate your property you can submit a request for [Request for Designation](#) form located on the City of Sault Ste. Marie [website](#). Following the submission of the form, the rest of the process for designation can take up to six months.

The MHC will meet with the owners of the heritage property and begin research into the heritage value of the property. If the property is deemed to have heritage value, a statement of “Reasons to Designate” is written and reviewed by the MHC.

If approved by the MHC, the Manager of Recreation and Culture prepares a report with recommendation for Council decision. If City Council decides to designate, a notice of Intent to Designate is published and the public has 30 days to raise any objections to the designation. If no objections occur then a by-law is passed and Ontario Heritage Trust is informed of the new designated property.

## **18. What are the benefits of designation?**

After a property has been designated the owner can apply for the Designated Property Grant or and participate in the Heritage Property Tax Rebate Program. The grant and rebate program are intended to encourage owners to preserve the heritage attributes of their properties.



## St. Andrew's United Church

712 Wellington Street East  
Sault Ste. Marie, ON P6A 2M7  
Telephone: 705-254-6661 Fax 705-254-3431  
[www.standrewsunitedsstm.ca](http://www.standrewsunitedsstm.ca)  
email:  
Minister: Rev. Eun-Joo Park

To: Virginia McLeod  
Manager Recreation and Culture  
City of Sault Ste Marie  
Regarding: Heritage Register

13 January 2022

We are responding to your letter of 8 Nov 2021 informing us of the possible inclusion of St. Andrew's United Church on the Heritage Register as a non-designated property. Thank you for informing us of this proposal and allowing us time to respond.

We are proud of our building and have attempted to maintain it to the best of our ability. As with many church congregations in Canada our congregation is ageing and shrinking in size. It has been reported that 60% of churches have property/buildings that are a financial burden to the congregations that support them.

We are attempting to meet these challenges, to maintain our spiritual and social relevance in changing times and to grow our congregation.

Our successful way forward may include repurposing or renovating some or all of our building and potentially selling the property. We understand that while the proposed inclusion in the Heritage Register does not prevent any of these activities, we realize that it adds a 60-day waiting period to a request for demolition permit and raises questions regarding potential approval of such a request. This adds a level of bureaucracy and uncertainty that could potentially decrease our property value or interfere with a sale.

We wish to avoid this if possible and would like to object to our inclusion in the Heritage Register as a non-designated property at this time.

Yours Truly

Carol McLean  
Carol McLean  
Chair of Council  
St. Andrew's United Church

Dana Peterson  
Dana Peterson  
Chair Board of Trustees  
St. Andrew's United Church

...Enter To Worship..... Go Forth To Serve...

Roman Catholic Diocese  
of Sault Ste. Marie



Diocèse catholique romain  
de Sault Ste-Marie

December 1, 2021

Prot. # 356/2021

The Corporation of the  
City of Sault Ste. Marie  
Community Services Department,  
99 Foster Drive,  
Sault Ste. Marie, ON P6A 5X6  
Attention: The City Clerk's Office, Rachel Tyczinski  
[cityclerk@cityssm.on.ca](mailto:cityclerk@cityssm.on.ca)

Dear Madam

Re: Heritage Property listing, 1 Herrick Street, Sault Ste. Marie, and your correspondence of November 11, 2021.

The Diocese has been notified that its property located at 1 Herrick Street is being included in the Municipal Heritage Register of the City of Sault Ste. Marie. Thank you for this notification.

Please consider this as a formal Notice of Objection to this listing.

The location should not be listed in the Municipal Heritage Register for the following reasons.

Design /Physical value

- A) The site is not a **rare**, or a **unique** example of a style, type or expression of a construction method. There are many of these locations of similar styles throughout the city.
- B) There is not a high degree of craftsmanship or artistic value in the building.
- C) There is no high degree of technical or scientific achievement associated with this building

Historical/ Associative Value

- A) Although there is noted association with the Sacred Heart Convent there are many other structures of association of equal and greater direct and historical values to the settlement of the city.
- B) There are many other assets in the city which can contribute to the understanding of the history or culture of the community.
- C) The building does not demonstrate or reflect the work or ideas of a historical community any different than is already amply existing for Sault Ste. Marie.

Context Value

- a) The structure is made of standard brick for the time and seen throughout the city. The character of the area has been significantly altered by converting the old Sacred Heart School to an Ambulance Base and a homeless shelter. This is a wise use as the area requires service sites and community functional support such as parking.
- b) The property is not linked to the school it used to serve.
- c) The former school would be a much greater landmark than the convent.

Other considerations.

- a) Condition of the facility.

The building is well described in the attached listing for 1 Herrick Street.

**Brick**

The school is constructed of standard brick. There are endless structures of such material and construction style throughout the area, this is not unique.

**The Exterior**

The description references the “building’s exterior needs some work”. The brick is cracked, dissolving, and fallen off the building. The dormers at the top have missing brick with little or greatly reduced support for the roof and windows.

**Original Spruce woodwork**

The original wood work is greatly altered, removed, or damaged as the result of many changes and alterations which have occurred over the past 111 years. The wood is in abysmal condition.

**Hardwood Floors**

The original hardwood floors are in a very poor state of repair and have had many versions of carpet installed over the floors resulting in endless nail marks, stains and wood damages such as splitting, cracking and chipping. There are excessive deep water marks and wood sections damaged which are now irreparable.

**Original Radiators**

The original radiators are indeed in the structure and plagued with problems and difficulties due to age. The entire HVC system needs replacement.

**Future use**

The structure is in very poor condition and requires funds beyond monies available to the parish for maintenance, upkeep, or restoration of any kind. The facility has no function or purpose to the parish and in fact was acquired for parking as a major \$1,000,000 expense was recently incurred by the parish community for a new hall and ministerial support services area.

The parishes expense and commitment to improving facilities in the core of the city and the expenditure of \$1,000,000 also envisioned meeting the greater parking needs for our home of worship.

The continued use of the building has existing prohibitive limitations meeting the current building codes, fire code and handicapped access. These restrictions combined with the onerous building conditions requiring vigilant and aggressive maintenance and construction plans leave no options for the parish apart from demolition which was in the original plan when purchased.

Yours Sincerely

A handwritten signature in blue ink, appearing to read "TH Hargreaves".

Ted Hargreaves  
Diocesan Financial Administrator  
Diocese of Sault Ste



617 Queen Street E,  
Sault Ste. Marie, ON, P6A 2A6  
**Tel:** 705-257-2222  
**Email:** [info@windsorparkplace.com](mailto:info@windsorparkplace.com)  
[www.windsorparkplace.com](http://www.windsorparkplace.com)

February 1, 2022

Virginia McLeod  
Manager of Recreation and Culture  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie  
ON. P6A 5X6

Dear Ms. McLeod

**Re: Windsor Park**

Please consider this as formal notice of objection to the listing. The location should not be listed in the Municipal Register for the following reasons:

1. Our Site is comprising of three main buildings/structures as follows:

a. Building A

This 10-story tower was initially built as a Hotel and opened in late 1930's. Over the years the building has been used as Hotel, Retirement Home, Night Club and Student Residence amongst others. The building has been redesigned and modified many times over the years.

We are in a process of converting it back to Retirement Home for Seniors (Phase 1- 56 rooms). Required permits have already been obtained. More than 60% of the work is completed and regular Building Inspections are being carried out by the city.

As part of our renovations, we're preserving the Fireplace and most of the Red Oak woodwork in the lobby.

b. Building B & C

Built in 1895 and 1910's, major parts of these buildings have not been used for many decades. As part of our conversion to Retirement Home Phase 2, we're planning to build 84 units Retirement suites on this site. We looked at the possibility of preserving these buildings by adding floors above them to meet our requirements. However, we were advised by our engineers that these buildings are not structurally sound to take any additional loads and need to be demolished and rebuilt to have any meaningful use.

Site Plan approval process for Phase 2 has already began with the City.

2. There is no uniqueness in terms of construction method associated with them. The Tower is simply steel and concrete construction, the rest of the two buildings are wood structure. This style is the most common in city. They don't have any distinctive technical or scientific achievements nor they have any high degree of craftsmanship.
3. The buildings do not demonstrate or reflect the work or ideas of historical community any different than is already amply existing.
4. There are many other assets in the city which can contribute to the understanding of the history or culture of the community.
5. These building were being abandoned and left vacant with water damage and without heat and were casting very negative impact on the city and the neighborhood.
6. This site is not rare, or unique example of style, there are many other locations with similar characteristics throughout the city.
7. We do understand the importance of Historical values, and we are trying our best to preserve as we have not made any structural change in Tower which is the main focal point and to conserve the lobby of the Tower building to its original theme.



617 Queen Street E,  
Sault Ste. Marie, ON, P6A 2A6

Tel: \_\_\_\_\_  
Email: \_\_\_\_\_  
[www.windsorparkplace.com](http://www.windsorparkplace.com)

8. We already have invested millions of dollars into this project and if included in the list of Heritage Municipal Register, will cast a very negative impact on our financing conditions and will jeopardise the whole project.

Please feel free to call me anytime if you need any additional information.

We Thank you for your understanding and help.

Sincerely,

Feroze Virani  
President

# 11547305 Canada Inc.

130 Wellington Street East, Sault Ste. Marie, ON. P6A 2B6

Tel: Email:

February 1, 2022

Virginia McLeod  
Manager of Recreation and Culture  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie  
ON. P6A 5X6

Dear Ms. McLeod

## **Re: The Tech @ 130 Wellington Street East**

Please consider this as formal notice of objection to the listing. The location should not be listed in the Municipal Register for the following reasons:

1. Our Site is comprising of three main buildings/structures as follows:

- a. Building A

This 3 story Building was initially built as a School in 1921. The building has been redesigned and modified many times over the years. The northern part of the Building was added perhaps in 1950's and 60's.

- b. Building B & C

The Eastern part with two storey building and Gyms were built in 1960's and 70's.

2. There is no uniqueness in terms of construction method associated with them. The buildings are standard steel and concrete construction. This style is the very common in the city. They don't have any distinctive technical or scientific achievements nor they have any high degree of craftsmanship.

3. The buildings do not demonstrate or reflect the work or ideas of historical community any different than is already amply existing.
4. There are many other assets in the city which can contribute to the understanding of the history or culture of the community.
5. These building were being abandoned and left vacant with water damage and without heat and were casting very negative impact on the city and the neighborhood.
6. This site is not rare, or unique example of style, there are many other locations with similar characteristics throughout the city.
7. We're at the Drawing stage to convert the eastern parts of the buildings into a 100+ unit Apartment building.
8. We already have invested millions of dollars into this project and if included in the list of Heritage Municipal Register, will cast a very negative impact on our financing conditions and will jeopardise the whole project.
9. We do understand that in some eyes, the Front portions of the original Building may have some Architectural features that may need to be protected. We would keep this in mind and try our best to preserve those Architectural elements when we come around to renovate or make any changes to the original building. We however would like to revisit the inclusion to the Heritage Registry matter once our Apartment Building is constructed so that we do not jeopardise our plans.

Please feel free to call me anytime if you need any additional information.

We Thank you for your understanding and help.

Sincerely,

Feroze Virani



## Algoma District School Board

644 Albert St. East  
Sault Ste. Marie  
ON P6A 2K7  
Telephone: (705) 945-7111  
FAX: (705) 942-2540  
[www.adsb.on.ca](http://www.adsb.on.ca)

CHAIR  
Jennifer Sarlo  
DIRECTOR OF EDUCATION  
Lucia Reece

February 7, 2022

Virginia McLeod  
Manager, Recreation and Culture  
City of Sault Ste. Marie

### Re: Heritage Register/Designation

We are writing in response to your letter advising us of the possible inclusion of the Algoma District School Board's Education Centre, located at 644 Albert St. East, on the Municipal Heritage Register. Please consider this as formal notice of objection to the listing.

Our property, as noted, was formerly Central United School, however, has not served as a school for a significant amount of time. Please be advised that the Ministry of Education and Training requires school boards to regularly review the efficiency, required repairs and capacity status of all its buildings, to justify the amalgamation of buildings so that new, modern and more energy and environmentally friendly buildings can be funded. Placing our Education Centre on the Heritage Register could severely impact our ability to plan for and/or implement new facilities in the future which, ultimately, could hinder our ability to provide the students in our district with the best possible learning environments.

Given our need to respect the Ministry process for capital planning purposes, we feel that a Heritage Register designation would introduce restrictions that could hinder our long-range plans for our facilities. We affirm the heritage of our building and have recently conducted renovations to restore its heritage value.

We appreciate your attention to our objection.

Sincerely,

Lucia Reece  
Director of Education

Jennifer Sarlo  
Chair of the Board

**From:** [Madison Zuppa](#)  
**To:** [Madison Zuppa](#)  
**Subject:** FW: ATTN:Petition "Save Sault History"  
**Date:** Monday, March 21, 2022 3:07:54 PM  
**Attachments:** [petition signatures jobs 32333930 20220321170558.csv](#)

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**From:** Jo Bumbacco <[oldsaultstmarie@gmail.com](mailto:oldsaultstmarie@gmail.com)>  
**Sent:** Monday, March 21, 2022 1:24 PM  
**To:** Mayor Provenzano <[mayor.provenzano@cityssm.on.ca](mailto:mayor.provenzano@cityssm.on.ca)>; Paul Christian <[p.christian@cityssm.on.ca](mailto:p.christian@cityssm.on.ca)>; Sandra Hollingsworth <[s.hollingsworth@cityssm.on.ca](mailto:s.hollingsworth@cityssm.on.ca)>; Luke Dufour <[l.dufour@cityssm.on.ca](mailto:l.dufour@cityssm.on.ca)>; Lisa Vezeau-Allen <[l.vezeauallen@cityssm.on.ca](mailto:l.vezeauallen@cityssm.on.ca)>; Donna Hilsinger <[d.hilsinger@cityssm.on.ca](mailto:d.hilsinger@cityssm.on.ca)>; Matthew Shoemaker <[m.shoemaker@cityssm.on.ca](mailto:m.shoemaker@cityssm.on.ca)>; Marchy Bruni <[m.bruni@cityssm.on.ca](mailto:m.bruni@cityssm.on.ca)>; Rick Niro <[r.niro@cityssm.on.ca](mailto:r.niro@cityssm.on.ca)>; Corey Gardi <[c.gardi@cityssm.on.ca](mailto:c.gardi@cityssm.on.ca)>; Matthew Scott <[m.scott@cityssm.on.ca](mailto:m.scott@cityssm.on.ca)>; Virginia McLeod <[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)>  
**Subject:** ATTN:Petition "Save Sault History"

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

To Whom It May Concern,

My name is Jo Bumbacco and I'm writing to you today to submit a petition titled "Save Sault History" via Change.org. Its goal is to see the following properties added to the Municipal Heritage Register as initially recommended by the SSMMHC but were ultimately withdrawn under protest of their respective owners.

Those properties are:

The original block of The Windsor Hotel (1895) along with the addition at Queen and Brock (1910) with its rear addition (1919).

The Sacred Heart Convent (1909/1910) 1 Herrick St.

The original block of The Tech (1921) 131 Wellington St. E.

St. Andrews United Church (1906/1907) 712 Wellington St. E.

As of March 3<sup>rd</sup>, 2022, this petition has gained 593 signatures of those who hope the Sault Ste. Marie City Council can see the potential each of these historic landmarks has in the future of our city. Too often do structures like these meet the wrecking ball or are altered beyond recognition when they could add to the historic and aesthetic value to our downtown core and surrounding areas.

The full text of the petition reads as:

"The Municipal Heritage Committee of Sault Ste. Marie is seeking to have these buildings added to the Municipal Heritage Register at the protest of the respective owners of said properties. With the exception of St. Andrews, the remainder are slated for some form of demolition. Being added to the register would see them preserved for future generations still to come and allow for adaptive reuse of historic structures in a modern setting with the potential of funding for restoration."

Some well known examples of Sault landmarks that have done this include structures both on and

off the heritage register:

The structures at the former St. Mary's Paper property which were built between 1899-1901.  
The Salvation Army Citadel (1912) at 117 Spring St now occupied by Forty-Five Social,  
The U.S. Consulate building (1899/1901) at 76 East St now occupied by East Street Pizza Co.  
The Sault Ste. Marie Museum in the former Post Office built between 1902-1906.  
The Canadian Bushplane Heritage Center in the former Ontario Provincial Air Service hangar built in 1924 with an addition in 1947.  
Steelton Town Hall built in 1907, later used as the west end public library branch, health center, retirement home, and presently Pauline's Place.  
The Clergue Block house, originally a powder magazine built in 1819 by the North West Trading Co. with its 1894 addition by Francis H. Clergue.  
Most famously the Ermatinger Old Stone House built in 1812-1814 by Charles Oakes Ermatinger and is thought to be the oldest surviving stone house in North Eastern Ontario.

What is the Municipal Heritage Committee?

"The Sault Ste. Marie Municipal Heritage Committee advises City Council on matters relating to Part IV (Conservation of Buildings of Cultural Heritage Value or Interest) and Part V (Heritage Conservation Districts) of the Ontario Heritage Act. The Committee also makes recommendations on restoration grants.

Sault Ste. Marie currently has 38 designated heritage properties which include buildings, plaques and monuments. Most of these are found in the downtown core or in nearby neighbourhoods where most of the early development of the City took place. The importance of these designated properties to the cultural fabric of the City cannot be overstated. The conservation of our heritage sites helps revitalize, stabilize and enhance the character of our community."

Being a small city means there's a very limited amount that hasn't already been lost to the march of progress in years past or, in some cases, neglect. Along with the work done by the Heritage Committee, we as citizens of Sault Ste. Marie must also make our voices heard when it comes to the preservation of these structures which each have their place in the fabric of our history.

By signing this petition, we hope the Council of Sault Ste. Marie sees the value and importance these buildings have in our community, the potential they still have at 100+ years old, and the role they can play in the continued growth of our city in the years to come.

We ask that you please share this petition with as many people as possible."

Thank you,

Jo Bumbacco  
Sault Ste. Marie, Ontario.

Links of interest: <https://www.historicplaces.ca/en/results-resultats.aspx?m=4&r=2&cLat=46.506280&cLng=-84.324570> (Browse designated sites in Sault Ste. Marie)  
<https://www.sootoday.com/local-news/diocese-wants-to-tear-down-former-convent-for-a-parking-lot-5018757> (Sacred Heart Convent)  
<https://www.sootoday.com/following-up/owner-of-windsor-park-and-the-tech-reveals-intentions-for-landmark-buildings-5018759> (The Tech, The Windsor, and St. Andrews and arguments why they should be included by the committee)  
[https://www.heritagetrust.on.ca/user\\_assets/documents/HIS-014-Benefits-of-heritage-designation-under-the-Ontario-Heritage-Act-ENG.pdf](https://www.heritagetrust.on.ca/user_assets/documents/HIS-014-Benefits-of-heritage-designation-under-the-Ontario-Heritage-Act-ENG.pdf) (Benefits of heritage designation)  
<http://www.dictionaryofarchitectsincanada.org/node/760> (Findlay & Foulis bio, architects of The 1921 Tech Block and the Windsor addition)  
<https://saultstmarie.ca/City-Hall/City-Departments/Community-Development-Enterprise-Services/Community-Services/Recreation-and-Culture/Historic-Sites-and-Heritage/Municipal-Heritage-Committee.aspx> (SSM Municipal Heritage Committee)

We ask that the city council reconsider the withdrawal of these properties from the Municipal Heritage Committees list and that they have the chance to be preserved for future generations to come.

Please find attached the full list of signatures in support of the petition. Thank you to Mayor Provenzano, the members of City Council, those at City Hall, and The Municipal Heritage Committee for taking the time to read this and to those who gave their signature in support of this action.

The petition can be viewed here: [Change.org/savesaulthistory](https://Change.org/savesaulthistory)

Best regards,  
Jo Bumbacco

Name	City	Province	Postal Code	Country	Signed On
Cindy Clouston	Somerville	Massachusetts	2143	US	2/19/2022
Maureen Hutchinson-Parker	Wawa		POS 1K0	Canada	2/19/2022
Kristine Stinnissen	Richards Landing		POR	Canada	2/19/2022
Sarah W	Sault Ste. Marie		P6A3H7	Canada	2/19/2022
Laura Carter	Ottawa		K1Y	Canada	2/19/2022
Ron Dupuis	Echobay		POS1C0	Canada	2/19/2022
Taylor Flynn	Brampton		L6X	Canada	2/19/2022
lisa hendry	Sault Ste. Marie		P6B	Canada	2/19/2022
Brian Nadon	Sault Ste Marie		p6a-3p4	Canada	2/19/2022
Nathan Mio	Sault Ste. Marie		P6a 5k8	Canada	2/19/2022
Theresa Frech	Calgary		T2K 3B6	Canada	2/19/2022
G Wheatley	Scarborough		M1B	Canada	2/19/2022
Kathryn Huckson	Sault Ste. Marie		P6B	Canada	2/19/2022
Diane Legros	Sault Ste. Marie		P6A	Canada	2/19/2022
steve byrne	toronto		m6p-2l6	Canada	2/19/2022
Renaud Debbie	Sault Ste. Marie		P6B	Canada	2/19/2022
Darrell Poliquin	Sault Ste. Marie		P6A	Canada	2/19/2022
Ashley Malakoff	Sault Ste. Marie		P6B	Canada	2/19/2022
Robin Boyer	Sault Ste. Marie		P6A	Canada	2/20/2022
Renee Nirkkola	Sault Ste. Marie		P6B	Canada	2/20/2022
Silvana Huckson	Sault Ste. Marie		P6B	Canada	2/20/2022
Hugh Cupido	Sault Ste. Marie		P6A 1Z1	Canada	2/20/2022
June Bews	Sault Ste. Marie		P6B3P8	Canada	2/20/2022
Donna Diva	Sault Ste. Marie		p6a6g9	Canada	2/20/2022
MARNIE MERRIFIELD	SAULT STE. MARIE		P6B 4N7	Canada	2/20/2022
Susan Metzger	Sault ste marie		P6b2e1	Canada	2/20/2022
Karen Benford	Sault Ste. Marie		P6A	Canada	2/20/2022
Cupello Emilio	Murray River		C1A	Canada	2/20/2022
Carolyn Sperry	Sault Ste. Marie		P6B3R5	Canada	2/20/2022
Marienne Lablance	Goulais River		POS 1E0	Canada	2/20/2022
Billy Wilson	Sault Ste. Marie		P6B	Canada	2/20/2022
Kiersten Smykacz	Sault Ste. Marie		P6A	Canada	2/20/2022
Suzanne Bernier	Sault Ste. Marie		p6c 3h2	Canada	2/20/2022
Carrie Guay	Calgary		t2v4a2	Canada	2/20/2022
Valerie Catling	Sault Ste Marie		P6C 2P2	Canada	2/20/2022
sharon carson	Sault Ste. Marie		p6c2w3	Canada	2/20/2022
Carol Slauenwhite	Sault Ste Marie		P6C	Canada	2/20/2022
Kaitlin Kazmierowski	Sault Ste. Marie		P6B	Canada	2/20/2022
Emerald LaBlance	Virginia Beach	Virginia	23456	US	2/20/2022
Bob Zeppa	Sault Ste. Marie		P6B	Canada	2/20/2022
Joe Bumbacco	Sault Ste. Marie		P6B	Canada	2/20/2022
Cathy Morin	Amaranth		L9W 0R3	Canada	2/20/2022
Keri McNaught	Sault Ste. Marie		P6A	Canada	2/20/2022
Barb Gjos	Desbarats		P0R 1E0	Canada	2/20/2022
Michael Vallecorsa	Sault Ste. Marie		P6B	Canada	2/20/2022

cathy mcdowell	Sault Ste. Marie		P6a6J8	Canada	2/20/2022
Catherine Moises	Sault Ste. Marie		P6A	Canada	2/20/2022
Marissa Ditoro	Sault Ste. Marie		P6A	Canada	2/20/2022
April Jokelainen	Sault Ste. Marie		P6B	Canada	2/20/2022
Kayla Stafford	Sault Ste. Marie		P6A	Canada	2/20/2022
Patti Moore	London		N6K	Canada	2/20/2022
Lydia Wagner	Prince township, Ontario		P6A 6K4	Canada	2/20/2022
Julie Zachary	Sault		P6a4m1	Canada	2/20/2022
Joe Myers	Burlington		L7L	Canada	2/20/2022
Xiang Cheng				US	2/20/2022
Nicole Dyble	Sault Ste Marie		P6A 2S2	Canada	2/20/2022
Brittany Soltys	Toronto		P6a	Canada	2/20/2022
Monique Franks	Minot	North Dakota	58701	US	2/20/2022
Lindi Smith	Victoria		V8V	Canada	2/20/2022
Caron Humphries	Lisle		LOM 1M0	Canada	2/20/2022
Enid Geddes	Sault Ste. Marie		P6B	Canada	2/20/2022
Hubertus de Kever de Kever	Sault Ste. Marie		P6A	Canada	2/20/2022
Lori Fisher	Sault Ste. Marie		P6B	Canada	2/20/2022
Timothy Robinson	Sault Sainte Marie		P6B	Canada	2/20/2022
Pete Bouchard	Sault Ste. Marie		P6B	Canada	2/20/2022
Kirby Beadle	Sault Ste. Marie		P6A	Canada	2/20/2022
Edward Klym	Red Deer		T4N	Canada	2/20/2022
Joan Congdon	Sault Sainte Marie		P6B	Canada	2/20/2022
Duane Klym	Deep River On		KOJ 1P0	Canada	2/20/2022
Caroline Walker	Sault Sainte Marie		P6A	Canada	2/20/2022
Sandra McLeod	Sault Sainte Marie		P6A	Canada	2/20/2022
Chris Kucyk	Middle Sackville		B4E2W8	Canada	2/20/2022
Joan Seaton	Sault Ste. Marie		P6B	Canada	2/20/2022
Sheryl Parkin	Calgary		T2V	Canada	2/20/2022
Casey Burgess	Sault Ste. Marie		P6B	Canada	2/20/2022
Alona Nelson	Sault ste marie		P6b5j3	Canada	2/20/2022
Madge Sanderson	Sault Ste. Marie		P6B	Canada	2/20/2022
Martin Orgel	Hamilton		L8V 4B8	Canada	2/20/2022
Anna Gartshore	Sault Ste. Marie		P6B	Canada	2/20/2022
Brent Van Daele	Victoria		V8T 3N9	Canada	2/20/2022
Kerry VanDaele	sault ste marie		p6a 6g9	Canada	2/20/2022
Shirley YUN	Sault Ste. Marie		P6A	Canada	2/20/2022
Sean Boucher	Sault Ste. Marie		P6A	Canada	2/20/2022
Barry Eels	Sault Ste. Marie		P6A 3W2	Canada	2/20/2022
Colleen Newman	Toronto		M5A	Canada	2/20/2022
John Shamess	Bradford		L3Z0Y3	Canada	2/20/2022
Charity brosseau	Elora		n0b1s0	Canada	2/20/2022
Georgia Katajamaki	Caledon		L7K	Canada	2/20/2022
Josh Currie	Sault Ste. Marie		P6A	Canada	2/20/2022
Dan Ladouceur	Kingston		K7K	Canada	2/20/2022

Sylvia Gaughan	Sault Ste. Marie		P6B	Canada	2/20/2022
Glen Trembinski	Sault Ste. Marie		P6A	Canada	2/20/2022
Sheila Johnston	sault ste. marie ont.		p6b1c8	Canada	2/20/2022
Shauna Johnston	Sault Ste. Marie		P6B	Canada	2/20/2022
Joel Bender	Batchawana		POS 1A0	Canada	2/20/2022
Curtis Van Daele	Edmonton		T6E0R2	Canada	2/20/2022
Rosa Massolin	Sault Ste. Marie		P6A	Canada	2/20/2022
Zoe Rainey	El Cajon		92021	US	2/20/2022
Tanya Franz	Sault Ste Marie		P6A3V5	Canada	2/20/2022
Cynthia Liedtke	Toronto		M5A	Canada	2/20/2022
Lorna Triplett	Vancouver		V5X	Canada	2/20/2022
Stephen Findlay	Sault Ste. Marie		P6B1N6	Canada	2/20/2022
Theresa Nelson	Sault Ste. Marie		P6B5Z5	Canada	2/20/2022
Katy Cundari	Sault Ste. Marie		P6B	Canada	2/20/2022
Lorrie Frech	Sault Ste Marie		P6B1C8	Canada	2/20/2022
Margaret Dougherty	Toronto		M5A	Canada	2/20/2022
Brenda Wright Wright	Sault Ste. Marie		P6A 3Y5	Canada	2/20/2022
Carrie Griswold	Sault Ste. Marie		P6A3Y3	Canada	2/20/2022
D.L Pugh	Sault Ste. Marie		P6B	Canada	2/20/2022
Neil Ritokoski	Edmonton		T6L	Canada	2/20/2022
Nicole Tschekalin	St. Thomas		N5R	Canada	2/20/2022
Tracy Johnson , BA Psy, ECE	Windsor		N8W	Canada	2/20/2022
keara hull	Sault Ste. Marie		P6A	Canada	2/20/2022
Sheyhlyn McLarty	Sault Ste. Marie		P6A	Canada	2/20/2022
Nicholas Luck	Sault Ste. Marie		P6A 3A8	Canada	2/20/2022
Chelsea Charron	Ottawa		K2J	Canada	2/20/2022
Caceila Trahan	Sault Ste. Marie		P6A	Canada	2/20/2022
Virin Maharaj	Melbourne		NOL 1T0	Canada	2/20/2022
maria kelly	sault ste. marie,ontario		p6c2m1	Canada	2/20/2022
davie ledarc	Marathon		POT	Canada	2/20/2022
Angela Brennan	Sault Ste. Marie		P6A	Canada	2/21/2022
Maeve Coccimiglio	Sault Ste. Marie		P6A	Canada	2/21/2022
Becky Pottekatt	Sault Sainte Marie		P6B	Canada	2/21/2022
Charles Lawrence	Sault Ste. Marie		P6B2Z9	Canada	2/21/2022
Tamara Thorp	Sault Ste. Marie		P6B	Canada	2/21/2022
Lindsay Ambeault	Sault Ste. Marie		P6A	Canada	2/21/2022
Susan Morrison	Collingwood		L9y2I4	Canada	2/21/2022
Barb Robineau	Sault Ste. Marie		P6A	Canada	2/21/2022
Desiree Strembesky	Clyde		T0G 0p0	Canada	2/21/2022
Mark Jones	Sault Ste Marie		P6A 2N1	Canada	2/21/2022
Andrew Raplenovic	sault ste marie		p6b	Canada	2/21/2022
Brent Johnson	Whitecourt		T7S1W2	Canada	2/21/2022
Joseph Maxwell	Sault Ste. Marie		P6A	Canada	2/21/2022
Diana Donnelly	Collingwood		L9Y	Canada	2/21/2022
Tyler MacIver	Blind River		P0R 1B0	Canada	2/21/2022
Jacki Maxwell	Nanaimo		V9T	Canada	2/21/2022

John Abdelsater	Calgary		T2L	Canada	2/21/2022
Jessica Humes	Sault Ste. Marie		P6A	Canada	2/21/2022
Randy Chard	Sault Sainte Marie		P6B	Canada	2/21/2022
Debbie Thayer	Waterloo		N2J	Canada	2/21/2022
steve childs	hilton beach		p0r1g0	Canada	2/21/2022
Carol Magnan	Sault Sainte Marie		P6B	Canada	2/21/2022
Tammy Poliszcak	Sault Ste. Marie		P6B2R4	Canada	2/21/2022
Ann Kahan				Canada	2/21/2022
Ursula Porter	Sault Ste. Marie		P6A	Canada	2/21/2022
Kimberly Fragomeni	Sault Ste Marie		P6A 6A2	Canada	2/21/2022
Karly Mullin	Sault Sainte Marie		P6B	Canada	2/21/2022
Bilinda McCarthy	Sault Ste. Marie		P6A	Canada	2/21/2022
Rick Vosper	Sault Ste. Marie		P6B 2M5	Canada	2/21/2022
Lisa Maidra	Sault Ste. Marie		P6B3g8	Canada	2/21/2022
Darlene Brown	Milton		L9T 3J5	Canada	2/21/2022
Roxanne Lawrence	Sault Ste. Marie		P6A	Canada	2/21/2022
Mary Brisson	Sault Ste. Marie		P6A	Canada	2/21/2022
William Crevier	Sarnia		N7S	Canada	2/21/2022
scott barber	Sault Ste. Marie		P6A	Canada	2/21/2022
Colin King	Sault Ste. Marie		P6B	Canada	2/21/2022
Jamie Parr	Sault Ste. Marie		P6B 5J2	Canada	2/21/2022
Rhea Eddy	Sault Sainte Marie		P6B	Canada	2/21/2022
Brenda Goodchild	Sault Ste. Marie		P6A	Canada	2/21/2022
Mary-Lou Gelissen	Windsor		N9A 4N4	Canada	2/21/2022
Ava Nori	Sault Ste. Marie		P6A	Canada	2/21/2022
Natasha Denis				Canada	2/21/2022
nanci christie	Sault Ste. Marie		P6B 4M7	Canada	2/21/2022
Hanna Ellis	Sault Ste Marie		P6c3k3	Canada	2/21/2022
Aaron Duke	Ottawa		K1V	Canada	2/21/2022
Kirsten Duke	Ottawa		K1V	Canada	2/21/2022
Stephanie Weber	Sault Ste Marie		P6C5J3	Canada	2/21/2022
Harold Hull	Sault ste maire		P6C2K6	Canada	2/21/2022
Gord Ross	Sault Sainte Marie		P6B	Canada	2/21/2022
Charlene Mckinnpn	North York		L3T	Canada	2/21/2022
Marion MacDonald	Cambridge		N3C 4M6	Canada	2/22/2022
Denise Chenier Tulonen					
Chenier Tulonen	Sault Sainte Marie		P6B	Canada	2/22/2022
raeann Perrault	Sault Sainte Marie		P6A	Canada	2/22/2022
Mark Klym	Houston	Texas	77057	US	2/22/2022
Andrea Barton	Sault Ste. Marie		P6A5E9	Canada	2/22/2022
Wayne Mcarthur	Brockville		K6V	Canada	2/22/2022
Paul Amadio	Sault Sainte Marie		P6B 6C8	Canada	2/22/2022
Myra Kiernan	Sault Sainte Marie		P6B	Canada	2/22/2022
mary O'Donnell	Sault Sainte Marie		P6B	Canada	2/22/2022
Terry Scullino	Sault Ste. Marie		P6B	Canada	2/22/2022
Charlene Greely	Sault Sainte Marie		P6B	Canada	2/22/2022
brian mcmaster	Sault Sainte Marie		P6B	Canada	2/22/2022

Carol Rinaldi	Sault Sainte Marie		P6A	Canada	2/22/2022
Sarah Crowell	Nipigon		POT	Canada	2/22/2022
Megan Wigmore	Sault Ste. Marie		P6B	Canada	2/22/2022
Silvia Duclos	Sault Ste. Marie		P6A	Canada	2/22/2022
Carole Zuke	Sault Ste. Marie		P6B	Canada	2/22/2022
Rileigh Presgrave	Sault Ste. Marie		P6B	Canada	2/22/2022
Sally Behr Schendel	Sheridan	Montana	59749	US	2/22/2022
Kait6 King	Sault Ste. Marie		P6A	Canada	2/22/2022
Kathy Ramsay	Sault Ste. Marie		P6A	Canada	2/22/2022
Rick Brohas	Sault Ste. Marie		P6A	Canada	2/22/2022
Mary Clare Szabo	Sault Ste. Marie		P6A	Canada	2/22/2022
Katie Stevenson	Sault Sainte Marie		P6B	Canada	2/22/2022
Sue Roberts	Sault Ste. Marie		P6A	Canada	2/22/2022
Elizabeth Eileen Vincent-Cullen	Sault Sainte Marie		P6B	Canada	2/22/2022
Tammy Luxton	Etobicoke		M9V	Canada	2/22/2022
Susan Angevin	Dedham	Massachusetts	2026	US	2/22/2022
Linda Napper Steuernol	Nanaimo		V9G 1N9	Canada	2/22/2022
Susan Reid	North Bay		P1B3K6	Canada	2/22/2022
Nilah Bowles	Sault Ste. Marie		P6B	Canada	2/22/2022
Georgina Naccarato	Sault Ste. Marie		P6B	Canada	2/22/2022
Troy Slewidge	Sault Ste. Marie		P6A 6K4	Canada	2/22/2022
Scarlett Bertelsen	Sault Ste. Marie		P6A	Canada	2/22/2022
Shirlee Ellies	Toronto		M6J2H2	Canada	2/22/2022
RANDY KELLY	London		N6K2S5	Canada	2/22/2022
Josie Duguay	Sault Ste. Marie		P6B	Canada	2/22/2022
Anita Erschen-Pappas	Peterborough		K9H	Canada	2/22/2022
Catherine Oxenford-Grant	Brockville		K6V 7A7	Canada	2/22/2022
Tanya Nadon	Sault Ste. Marie		P6A	Canada	2/22/2022
Philip Furlong	London		N5V	Canada	2/22/2022
Ien bumbacco	sault ste marie		P6B3W2	Canada	2/22/2022
Debbie King	Saint Catharines		L2T2G3	Canada	2/22/2022
Marlene Gingras	Sault Ste. Marie		P6B	Canada	2/22/2022
Ron Trbovich	Whitby		L1N	Canada	2/22/2022
Karl Hele	Sackville		E4L	Canada	2/22/2022
Illa lynn Horton	Sault Ste. Marie		P6B	Canada	2/22/2022
Lafreniere Jessica	Sault Ste Marie		P6A4X1	Canada	2/22/2022
Christine Corbett	Sault Ste Marie Ontario		P6A 6H5	Canada	2/22/2022
Marilyn Crowe	Sault Ste. Marie		P6B	Canada	2/23/2022
Shirley LaDouceur	Sault Sainte Marie		P6A4R6	Canada	2/23/2022
Mary Valenti	Echo Bay		POS 1C0	Canada	2/23/2022
Terry Ryan	Camrose County		T0B2M1	Canada	2/23/2022
Heidi Moore	Elora		N0B	Canada	2/23/2022
Ron VanDerMolen	Sault Ste. Marie		P6A	Canada	2/23/2022
Gerald Coutu	Lantzville		V0R 2H0	Canada	2/23/2022
Gloria Gassi	London		N6A	Canada	2/23/2022

Eldonna Waddell	Echo Bay		POS 1C0	Canada	2/23/2022
Judy Reed	Sault Ste. Marie		P6A	Canada	2/23/2022
Lorrie Lammers	London		N5V 4R3	Canada	2/23/2022
Bonitzke Wendy	Wawa		POS	Canada	2/23/2022
jeff hinich	Searchmont		POS 1J0	Canada	2/23/2022
Anilee Ault	Whitehorse		Y1A	Canada	2/23/2022
Sherri Crosato	Sault Ste. Marie On		P6C3W7	Canada	2/23/2022
Gerald Mills	Kitchener		N2H	Canada	2/23/2022
Jean DAWSON	Sault Ste. Marie		P6B	Canada	2/23/2022
Liz Pearson	Ontario		P6a2j2	Canada	2/23/2022
Lizard P	Sault Ste. Marie		P6A	Canada	2/23/2022
Mark Flear	London		N5X	Canada	2/23/2022
Rayl House	Toronto		M5A	Canada	2/23/2022
Tim Wetzl	Toronto		M5A	Canada	2/23/2022
Maria Rowell	Penetanguishene		L9M	Canada	2/23/2022
Stacey Newman	Prince twp		P6A 6k4	Canada	2/23/2022
Adam Guizzetti	Sault Ste. Marie		P6A	Canada	2/23/2022
Angelica Gervais	Sault Ste. Marie		P6A	Canada	2/23/2022
Lou-Ann Cornacchio	Cambridge		N1R	Canada	2/23/2022
Stacy Lefebvre	Sault Sainte Marie		P6C 5T1	Canada	2/23/2022
Dixie Darlow	Sault Ste. Marie		P6A	Canada	2/23/2022
Melanie Belanger	Sault Ste. Marie		P6B	Canada	2/23/2022
Tania Taraniuk-Caputo	Sault Ste. Marie		P6A	Canada	2/23/2022
Colin Sirois	Sault Ste. Marie		P6B	Canada	2/23/2022
Alex Boston	Sault Ste. Marie		P6A	Canada	2/23/2022
Marilyn Robb	Sault Sainte Marie		P6A	Canada	2/23/2022
Kristine Lalonde	Sault Ste. Marie		P6A	Canada	2/23/2022
Oswald Galavan	Sault Ste. Marie		P6A	Canada	2/23/2022
Trish Robb	Barrie		L4m6n3	Canada	2/23/2022
Hunter Lynn Buday	Oakville		L6M	Canada	2/23/2022
Sandra Weeks	Sault Ste. Marie		p6b4t5	Canada	2/23/2022
Bobby Mcwoodson	Stockton		95207	US	2/23/2022
Chris Bitonti	York		M6M	Canada	2/23/2022
Angela Lee	Toronto		M6E	Canada	2/23/2022
Catherine Genereux	Sault Ste. Marie		P6B5T7	Canada	2/23/2022
Laura Mezzomo	Sault Ste. Marie		P6A	Canada	2/23/2022
Steven Eddy	Ottawa		K0A	Canada	2/23/2022
Tiffany Rodriguez	Brooklyn		11206	US	2/23/2022
Jasmine Kennedy	Sault Ste. Marie		P6C5L3	Canada	2/23/2022
Jan MacDonald	Toronto		M6J 2X9	Canada	2/23/2022
Ali P				Canada	2/23/2022
Joel Aikens	Sault Ste. Marie		P6C 4E5	Canada	2/23/2022
Nicholas Speer	Sault Ste. Marie		P6A	Canada	2/24/2022
Margaret Dowdall	Burlington		L7L	Canada	2/24/2022
Frank Thorburn	Sault Ste. Marie		P6A	Canada	2/24/2022
Maria Clairelyn Vicencio	Barrie		L4N	Canada	2/24/2022
Johannes Geenen	Sault Ste. Marie		P6A	Canada	2/24/2022

Sara Rodriguez	London		N5X	Canada	2/24/2022
Jeannette Ramage	Espanola		P5E 1P7	Canada	2/24/2022
Angela Allinotte-Cipolla	Hamilton		L8h6a8	Canada	2/24/2022
Jasmine Youngdoz	Sault Ste. Marie		P6B	Canada	2/24/2022
Niko Herrera	Lansing		48910	US	2/24/2022
frank Paolucci	Sault Sainte Marie		P6B	Canada	2/24/2022
Margaret Rooney	Sault Ste. Marie		P6C4N4	Canada	2/24/2022
Dennis McAndrew	Collingwood		L9Y	Canada	2/24/2022
Tracy Lariviere	Sault Ste Marie		P6A 6E5	Canada	2/24/2022
Mark Printess	Sault Ste. Marie		P6A	Canada	2/24/2022
Rob wildman	Sault Sainte Marie		P6A	Canada	2/24/2022
Pamela Mcwatters	Mississauga		L5N	Canada	2/24/2022
Marie Leeney	Evansville, Ont.		POP1E0	Canada	2/24/2022
Steven Johnson	Sault Ste. Marie		P6A	Canada	2/24/2022
Todd Aubin	Brampton		L6V 1T1	Canada	2/24/2022
Shawn Ricks	Bedford		B4A0H7	Canada	2/24/2022
lin mei	jericho		11753	US	2/24/2022
Sharen Buchan	Sault Ste. Marie		P6B	Canada	2/24/2022
Keith Brunton	Tara		N0H-2N0	Canada	2/24/2022
William Maki	Sault Ste. Marie		P6B	Canada	2/25/2022
Devyn Thomson	Burlington		L7M	Canada	2/25/2022
Kathy Smith	Sault Ste. Marie		P6B 1T1	Canada	2/25/2022
PL Mitchell	Sault Ste. Marie		P6B	Canada	2/25/2022
Cheryl Link	Sault Ste. Marie		P6B	Canada	2/25/2022
Vannessa Diotte	Sault Ste. Marie		P6B	Canada	2/25/2022
Donna Siltanen	Calgary		T3M	Canada	2/25/2022
Deb Hayes	Sault Ste. Marie		P6A	Canada	2/25/2022
Elizabeth Richard	Arnprior		K7S 1E6	Canada	2/25/2022
Terry Mc Mann	Burlington		L7I 1J6	Canada	2/25/2022
Teresa Kaszecki	Burlington		L7M	Canada	2/25/2022
Isaiah Alexander	Edmonton		T5G	Canada	2/25/2022
Aileen Adams	Sault Ste. Marie		P6A3W9	Canada	2/25/2022
Dan Gingras	Cornwall		K6J	Canada	2/25/2022
Rick Wysynski	Sault Ste. Marie		P6A	Canada	2/25/2022
Tracey Koivu	London		N6C3Y1	Canada	2/25/2022
Teri Masson				Canada	2/25/2022
Maggie Murray	Sault Ste. Marie		P6A	Canada	2/25/2022
Catherine Sutherland	Box Elder		59521	US	2/25/2022
Dave Russell	Labrador City		A2V	Canada	2/25/2022
Karen Fontana	Chilliwack		V2R	Canada	2/25/2022
Penny Gordon	Barrie		L4N5E3	Canada	2/25/2022
Ryan Chwiendacz	Vancouver		V5K 1Y6	Canada	2/25/2022
Gary Jacklin	Brockville		K6V	Canada	2/25/2022
Chris Kerr	Frankford		K0K 2C0	Canada	2/25/2022
Gerald Lizotte	Sault Ste. Marie		P6A	Canada	2/25/2022
Nancy Malley	Bowmanville		L1C3M9	Canada	2/25/2022
Gabriel Cogan	Brooklyn		11201	US	2/26/2022

Shawna Huckson	Brampton, ON		L6X 2J5	Canada	2/26/2022
Susan Milligan	Waterloo		N2L	Canada	2/26/2022
Rob Graham	Sault Ste. Marie		P6B3J7	Canada	2/26/2022
Sonia Warth	Sault Sainte Marie		P6A	Canada	2/26/2022
Ken Mclean	Sault Ste. Marie		P6B	Canada	2/26/2022
Nicholas Kaduck	Kingston		K7L	Canada	2/26/2022
Aaron Baldwin	Kingston		K7M	Canada	2/26/2022
Cj Knisley	Kenton	Ohio	43326	US	2/26/2022
Laurie Poirier	Greater Sudbury		P3A	Canada	2/26/2022
Joanne Mitchell	Sault Ste. Marie		P6A	Canada	2/26/2022
Leroy Li	Bedford		1730	US	2/26/2022
Diana Bumbacco	Sault Sainte Marie		P6A	Canada	2/26/2022
John Biron	Sault Ste. Marie		P6A	Canada	2/26/2022
Ayla Warth	Sault Ste. Marie		P6A	Canada	2/26/2022
Kathryn A	Chicago		60660	US	2/26/2022
Roxanne Maltman	Sault Sainte Marie		P6B	Canada	2/26/2022
Bruce McCrady	Brockville		K6V	Canada	2/27/2022
Carol VanSteeland	Huntsville		P1H1L6	Canada	2/27/2022
Stephane Buffalo	North battleford		S9A 0A1	Canada	2/27/2022
Nazarii Pavlyna	Surrey		V3Z	Canada	2/27/2022
james corden sucks	Wasaga Beach		L9Z	Canada	2/27/2022
Hayden Taylor	Norfolk County		N0E	Canada	2/27/2022
Kayla Tomas	Sault Ste. Marie		P6A	Canada	2/27/2022
jenna H	Milton		L9T	Canada	2/27/2022
P P	Hamilton		L9G5C3	Canada	2/27/2022
Angeli Velez	Winter Springs		32708	US	2/27/2022
Middleton Roy	Davenport	Florida	33837	US	2/28/2022
Jasleen Kaur	Brampton		L6Y4H1	Canada	2/28/2022
Peter Kikic	Oshawa		L1K1S1	Canada	2/28/2022
Stephen Lachowich	Sault Ste. Marie		P6A	Canada	2/28/2022
Anthony Cardiff	Sault Sainte Marie		P6B	Canada	2/28/2022
Darryl Patterson	Sault Ste. Marie		P6B	Canada	2/28/2022
Heather Barclay	Mentor		44060	US	2/28/2022
Lilliana Luis	Houston		77088	US	2/28/2022
L. G.				Canada	2/28/2022
Jordan Zuke	Thunder Bay		P7A	Canada	3/1/2022
Wendy Stubbs	Sault Ste. Marie		p6a 5y6	Canada	3/1/2022
Angela Hanifan	Sault Ste. Marie		P6C3V3	Canada	3/1/2022
Jennifer Pearson	Goulais River		P0S	Canada	3/1/2022
Max Ambeault	Milton		P6A1E5	Canada	3/1/2022
Mary Ann Majic	Greater Sudbury		P3E	Canada	3/1/2022
Rachel Johnson	Sault Ste. Marie		P6B1a3	Canada	3/1/2022
Sean Halliday	Sault Sainte Marie		P6A	Canada	3/1/2022
Keith Cupido	Desbarats		P0R 1E0	Canada	3/1/2022
PETER giles	Sault Ste. Marie		P6A	Canada	3/1/2022
Margaret Ross	Sault Ste. Marie		P6B	Canada	3/1/2022
Victoria Pelchat	Goulais River ON		POS 1E0	Canada	3/1/2022

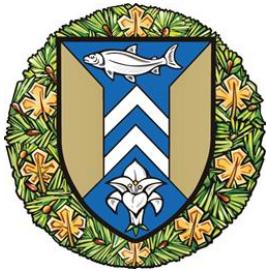
Deborah Lambert	Sault Ste. Marie		P6A	Canada	3/1/2022
Lisa Parlow	Sault Ste. Marie		P6A	Canada	3/1/2022
Rob Giovagnoli	Sault Ste. Marie		P6A	Canada	3/1/2022
Susan Dennie	Sault Ste. Marie		P6A-3T3	Canada	3/1/2022
John Bell	Orillia		L3V	Canada	3/1/2022
Yi Zhang	Orleans		K1W	Canada	3/1/2022
Ida Lloyd	Sault Ste. Marie		P6A	Canada	3/1/2022
Geoffrey Lamb	Cobourg		K9A	Canada	3/1/2022
Anna Khoroshevska	Toronto		M1G 3T8	Canada	3/1/2022
Weiping Chen	Stratford		N5A	Canada	3/1/2022
brett bertelsen	Sault Ste. Marie		P6A	Canada	3/1/2022
Amanda Pyykonen	Ottawa		K1R 6C5	Canada	3/2/2022
Pat Chan	Scarborough		M1T	Canada	3/2/2022
Thomas Carere	London		N5Y	Canada	3/2/2022
Yevhenii Kaptanovskyi	North York		M2M	Canada	3/2/2022
Christopher Haromy	Sault Ste. Marie		P6A 6C1	Canada	3/2/2022
Krista Cross	Lower Nicola		V0K1Y0	Canada	3/2/2022
Steve Haney				Canada	3/2/2022
Deborah McCrory	Richmond	Virginia	23235	US	3/2/2022
dan dan Wu	North York		M2M	Canada	3/2/2022
Yi Gao	Toronto		M2N	Canada	3/3/2022
Linda MacDonald	Echo Bay		POS 1C0	Canada	3/3/2022
Brian Fremlin	Echo Bay		P0s	Canada	3/3/2022
Laura Gauthier	Stratford		C1B	Canada	3/3/2022
Kevin Kennedy	South Algonquin		KOJ2MO	Canada	3/3/2022
Marie Gjos	Sault Ste. Marie		P6B	Canada	3/3/2022
Fay McConkey	Echo Bay			Canada	3/3/2022
Hannah Riemer	Saskatoon		S7W	Canada	3/3/2022
Bernice mick	Tottenham		LOG	Canada	3/3/2022
darryl engerdahl	nelson		v0g2g0	Canada	3/3/2022
Wewent Kasodoch				Canada	3/3/2022
georgena maclean	chatham		n7l 4w7	Canada	3/3/2022
Ritter Kimberly	Sault Ste. Marie		P6B	Canada	3/3/2022
Jocelyne McLean	Batchawana Bay		POS 1A0	Canada	3/3/2022
Kelly Fremlin	Innisfil		L9S	Canada	3/4/2022
Dana Biron	Goulais River		POS 1E0	Canada	3/4/2022
Lisa Phillips				US	3/4/2022
Susan Skyum	Sault Ste. Marie		P6A	Canada	3/4/2022
Geraldine Thorburn	Sault Ste. Marie		P6C 3 M4	Canada	3/4/2022
Licinda Mayers	Sault Ste. Marie		P6B	Canada	3/4/2022
Ian Espeut	Sault Ste. Marie		P6A	Canada	3/4/2022
Ozgur Guney	Montréal		H3N1Z7	Canada	3/4/2022
DENISE MARCIL	Sault Ste. Marie		P6B	Canada	3/4/2022
Brittany Meadow	Calgary		T3G	Canada	3/5/2022
Roderick Purdy	Windsor		N9B	Canada	3/5/2022
Josie Pileggi	Sault Ste. Marie		P6A 5W5	Canada	3/5/2022
Sue McC	London		NOL	Canada	3/5/2022

Ravyn Crabtree	Los Angeles		90012	US	3/5/2022
Scott Middleton	Sault Ste. Marie		P6A	Canada	3/5/2022
Adam Kaluba	Burleson		76028	US	3/5/2022
Emily McKiernan	Sault Sainte Marie		M5A	Canada	3/5/2022
Sunil Kumar	Pickering		L1V	Canada	3/6/2022
Natalie S	Sault Ste. Marie		P6B	Canada	3/6/2022
Tia-Marie Biron	Sault Ste. Marie		P6B	Canada	3/6/2022
Gabriela Villaseca Garcia	Joliet		60432	US	3/6/2022
Cathleen MacKenzie	Dunlop		e8K	Canada	3/6/2022
Lenore Black	Markham		L3R	Canada	3/7/2022
Miranda Matheson	Winnipeg		R3J	Canada	3/7/2022
Maria da Luz Payton	Hagerstown		21740	US	3/7/2022
Theresa Mandolesi	Sault Ste. Marie		P6B 6J8	Canada	3/7/2022
Becky Simmons	Sault Ste Marie		P6a3p4	Canada	3/7/2022
Robyn bay	Edmonton		T6T 6C0M5	Canada	3/7/2022
chris baird	Ottawa		K2H	Canada	3/7/2022
Alicia Clarkson	Columbus		43209	US	3/8/2022
Remi Laurin	Sault Ste. Marie		P6B	Canada	3/8/2022
Jim Burmaster	Brampton		M5A	Canada	3/8/2022
Doc Arthur	Sault Ste. Marie		P6B	Canada	3/8/2022
Brad Symboluk	Sault Ste. Marie		P6C 6M7	Canada	3/8/2022
Jeanne Lukenda	Sault Ste Marie, ON		P6A-5K6	Canada	3/8/2022
Gisele Raymond	Stayner		L0M	Canada	3/8/2022
Nicole Dube	Sault Ste. Marie		P6A	Canada	3/8/2022
Penny Gauthier	Sault Ste. Marie		P6A	Canada	3/8/2022
Amanda Barnes	Sault Ste. Marie		P6A	Canada	3/8/2022
Eric Ableson	Sault Ste. Marie		P6A 1eo	Canada	3/8/2022
Kerry McLean	Richmond		K0A 2Z0	Canada	3/8/2022
Senga Cormier	Sault Ste. Marie		P6B	Canada	3/8/2022
Max rempel	Oshawa		L1K	Canada	3/8/2022
Joey Schlapsi	Sault Sainte Marie		P6B	Canada	3/8/2022
Michelle Palmer	Sault Ste. Marie		P6B	Canada	3/8/2022
Jennifer Yokota	Sault Ste. Marie		P6A6E9	Canada	3/8/2022
Remi Tellier	Perth		K7H2J4	Canada	3/9/2022
Lisa Ritchie	Sault ste marie		P6b 3t1	Canada	3/9/2022
Erin Williams	Sault Ste. Marie		P6B	Canada	3/9/2022
Diane Beaudoin	Sault Ste. Marie		P6A	Canada	3/9/2022
Vern Overdevest	Calgary		T2Z	Canada	3/9/2022
Mare Finnemore	Sault Ste. Marie		P6A	Canada	3/9/2022
Liz Gavin	Toronto		M4M 2T7	Canada	3/9/2022
Monique Beaudoin	Sudbury		P3C 1L6	Canada	3/9/2022
Lynne Pyette	Toronto		M6A	Canada	3/9/2022
Cadotte Laura	Saskatoon		S7W	Canada	3/9/2022
Noah Edwards	Sault Ste. Marie		P6B6L5	Canada	3/9/2022
Ryan Seabrook	Uxbridge		L9P	Canada	3/9/2022
John Jones	Mississauga		L5H	Canada	3/9/2022
Kathryn Proulx	Cambridge		N3H1E9	Canada	3/9/2022

Danielle McLeod	Sault Ste. Marie		P6A	Canada	3/9/2022
Jason Mccoy	Sault Ste. Marie		P6c 3I3	Canada	3/9/2022
Jim Witty	Sault Ste. Marie		P6A	Canada	3/9/2022
Minc Gillian	Sault Ste Marie		P6A 3X4	Canada	3/9/2022
Tanya Teixeira	Toronto		M2J	Canada	3/9/2022
Deborah Harvey	Sault Ste. Marie		P6B	Canada	3/9/2022
Tim Anderson	Ottawa		K1N8J6	Canada	3/9/2022
Judith Marion-McFadden	Sault Sainte Marie		P6B	Canada	3/9/2022
Anthony Provenzano	Toronto		M8V	Canada	3/9/2022
Michael Mancuso	Vancouver		V6G1L8	Canada	3/9/2022
Ruth Robinson	Sault Ste. Marie		P6A	Canada	3/9/2022
Mark Elliott	Sault Ste. Marie		P6B	Canada	3/9/2022
Valerie Gardiner	Sault Ste. Marie		P6A	Canada	3/9/2022
Joelle Sculier	Chelsea		J9B 2P5	Canada	3/9/2022
Kendall Mitchell	Sault Ste. Marie		P6A	Canada	3/9/2022
Erika Kendra	Winnipeg		R3N	Canada	3/9/2022
Hui Wu	Toronto		M4J1A1	Canada	3/9/2022
Celia Flores	Hamilton		L8L 1H7	Canada	3/9/2022
Fatima Qazi	Courtice		L1K	Canada	3/9/2022
Andrew Arias	El Centro		92243	US	3/9/2022
Peter Chen	Markham		L3R	Canada	3/9/2022
Keegan Quart	Sault Ste. Marie		P6A	Canada	3/9/2022
Debbie Schryer	Prince George		V2L4R9	Canada	3/9/2022
Debra Hall	Victoria		V9C	Canada	3/9/2022
Marie Malo	Columbia City	Indiana	46725	US	3/9/2022
Tammy Deubel	Sault Ste Marie		P6A 3V1	Canada	3/10/2022
Henry Cannon	Sudbury		P3A	Canada	3/10/2022
Iouann pietramale	Sault ste. Marie, on		p6c 5v6	Canada	3/10/2022
Shania Larocque	Newcastle		E1V	Canada	3/10/2022
Amanda Young	Ottawa			Canada	3/10/2022
Andrea Adu	Sault Ste. Marie		P6B	Canada	3/10/2022
Julieta galvez	dekalb		60115	US	3/10/2022
Anthony Sanchez	Ontario		91761	US	3/10/2022
Trisha Christensen	Joliet		60436	US	3/10/2022
Colleen McLean	Sault Ste. Marie		P6A	Canada	3/10/2022
Laveena Kamboj	Brampton		L6S	Canada	3/10/2022
C.N. Yancik				US	3/10/2022
Deana Taylor	Dallas		75209	US	3/10/2022
Amy Rusk	Silva		63964	US	3/10/2022
Luca M	Grand Ledge		48837	US	3/10/2022
Alijah Johnson	Philadelphia		19140	US	3/11/2022
Colleen Herosian	Winnipeg		R2Y 2K5	Canada	3/11/2022
Jennifer Hessell	East Gwillimbury		L9N 1M3	Canada	3/11/2022
becka anderson	Gravenhurst		P1P	Canada	3/11/2022
Tom Derlis	Caesarea		LOB 1E0	Canada	3/11/2022
mariza soto	Brentwood		94513	US	3/11/2022
Helen Gao	Toronto		M1S 1B3	Canada	3/12/2022

Krzysztof Mruk	Edmonton		T5B	Canada	3/12/2022
Ray Latour	Sault Ste. Marie		P6A	Canada	3/12/2022
Olivia Gallegos	Denver		80212	US	3/12/2022
Francisco Estevez	New York		10040	US	3/12/2022
Laurie Zeppa	Sault Ste. Marie		P6A	Canada	3/12/2022
Diane Sims	Stratford		N5A	Canada	3/12/2022
Claire Kau	Anaheim	Hawaii	92804	US	3/12/2022
Joan Klatt	Oakville		L6j4v7	Canada	3/12/2022
Trayson Savage	Kingston		K7M	Canada	3/13/2022
Laurie Howard	Georgetown		6235	US	3/13/2022
Mark Farrell	Edmonton		T5W1J7	Canada	3/14/2022
Eliot Coutelen	Detroit		48205	US	3/14/2022
Diane Zabizewski	Kitchener		N2R	Canada	3/14/2022
Sheli Antaya	Abbotsford		V2S	Canada	3/14/2022
Ebi Ghayem	West Vancouver		V7S 1J5	Canada	3/14/2022
Natalie Alexander	Irvine		92620-3846	US	3/15/2022
Tajeer Robinson	Maplewood		7040	US	3/15/2022
Andrew Gladden	Mission		V4S 1C4	Canada	3/15/2022
CHRISTOPHER EUBANKS	SPOKANE VALLEY		99016	Canada	3/15/2022
Florence Trebutte				France	3/15/2022
Zachary Brown	Greenville		29607	US	3/15/2022
Joshua Curphey	Peterborough		PE7	US	3/15/2022
june bullied	Toronto		m6p 2s2	Canada	3/15/2022
Alexandre Karassev	North Bay		P1B 9L2	Canada	3/15/2022
Timothy Murphy	Sault Ste. Marie		P6A	Canada	3/15/2022
Denis Gosset	Ottawa		K1V	Canada	3/15/2022
Roy Schuurhuis	Sault Ste. Marie		P6A	Canada	3/15/2022
Pedro Ribeiro Schuurhuis	Sault Ste Marie		P6B 3E3	Canada	3/15/2022
Marilyn Saville	Sault Sainte Marie		P6A	Canada	3/15/2022
Gabriel Manfio	Toronto		M5A	Canada	3/15/2022
Damignani Lisa	Sault Ste. Marie		P6B	Canada	3/15/2022
Sherri Duke	Sault Ste. Marie		P6C 1Z5	Canada	3/16/2022
Sarah Gartshore	La Porte	Indiana	46350	US	3/16/2022
Alissa Morano	Sault Ste. Marie		P6B	Canada	3/16/2022
Lee McMenemy	Sault Ste. Marie, ON, Canada		P6A 4J4	Canada	3/16/2022
George Houston	Sault Ste. Marie		P6A	Canada	3/16/2022
Bill Stamm	Sault Sainte Marie		P6A	Canada	3/16/2022
ur mom	Fort Thomas		41075	US	3/16/2022
Teresa Miller	Echo Bay		POS	Canada	3/16/2022
Byron Bobbie	Sault Ste. Marie		P6A	Canada	3/16/2022
Raija Susan Rajamaki	Sault Ste. Marie		P6A	Canada	3/16/2022
Wilbert Andrews	Bronx		10461	US	3/16/2022
Lesley Walsh Tibben	Sault Ste. Marie		P6A	Canada	3/16/2022
Suzanne Olsen	Sault Ste. Marie		P6A	Canada	3/16/2022
Carolyn Caputo-McCauley	Sault Ste Marie		P6B 5W5	Canada	3/16/2022
Robert Cooper	Sault Ste. Marie		P6B	Canada	3/16/2022

Rob Connolly	Echo bay		P0s1c0	Canada	3/16/2022
Jenna Konieczny	Ontario		P6A 2P5	Canada	3/16/2022
Jay Faught	Sault Sainte Marie		P6B	Canada	3/16/2022
sylvia sb	Montreal		h2m	Canada	3/16/2022
M Pleau	Lively		P3Y	Canada	3/16/2022
Carole Carroll	Sault Ste. Marie ON		P6B 2A6	Canada	3/17/2022
Kirsten Bowser	Sault Ste. Marie		P6A	Canada	3/17/2022
Rebecca Hutchinson	Dallas		75229	US	3/17/2022
Mickey Donohue	Sault Ste Marie			Canada	3/17/2022
Sophia Chu	Fairfax		22030	US	3/17/2022
D. Nolan				Canada	3/18/2022
Sarah Henriques-Alton	Sault Ste. Marie		P6B	Canada	3/18/2022
The Little Idot				US	3/18/2022
David Court	Sault Ste. Marie		P6A	Canada	3/18/2022
Michelle Cecchini	Sault Ste. Marie		P6A 2H2	Canada	3/18/2022
Marisa Bessegato	Sault Ste. Marie		P6A	Canada	3/18/2022
Joseph Boudrault	Mississauga		L5R	Canada	3/18/2022
Darwin Schultz	Bloomington		61704	US	3/18/2022
JJ Miller				US	3/19/2022
Lauren Robertson	Orillia		L3V2V3	Canada	3/19/2022
Denis Roy	Sault Ste. Marie		P6A	Canada	3/19/2022
Kim Smith-Bahry	Sault Ste. Marie		P6A	Canada	3/19/2022
Linda Smith	Penetanguishene		L9M	Canada	3/19/2022
Sara Johnston	Toronto		M4L1G3	Canada	3/19/2022
Saul Aponte	Langley		V2z1x1	Canada	3/19/2022
Jan Yeaman	Concord	Michigan	49237	US	3/19/2022
Casey McGaughey	Sault Ste. Marie		P6c1b1	Canada	3/20/2022
arson simmons	Lorton		22079	US	3/20/2022
Leif Kasmer	Nanaimo		v9r2z1	Canada	3/20/2022
Tammy Lato	Sault Ste. Marie		P6A	Canada	3/20/2022
Christopher Stimson	Akron		44313	Canada	3/20/2022
Anne Beaudry	Pembroke		K8A 3G1	Canada	3/20/2022
Bobbi Bourque	Kitchener		N2E	Canada	3/20/2022
Hailee Usher	Bowmanville		L1C	Canada	3/21/2022
Steve Oldham	Pefferlaw		LOE	Canada	3/21/2022



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

### C O U N C I L   R E P O R T

March 21, 2022

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Nicole Maione, Manager of Transit & Parking  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Municipal Law & By-Law Enforcement Officers

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#### **PURPOSE**

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers, and to update By-law 93-165 which appoints municipal by-law enforcement officers.

#### **BACKGROUND**

By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time. By-law 93-165 is a By-law appointing municipal by-law enforcement officers and is amended from time to time.

#### **ANALYSIS**

Not applicable.

#### **FINANCIAL IMPLICATIONS**

There is no budgetary impact.

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

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

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

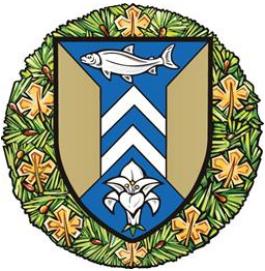
By-law 2022-55 appears elsewhere on the Agenda and is recommended for approval.

By-law 2022-56 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



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



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Maggie McAuley, Municipal Services Engineer  
DEPARTMENT: Public Works and Engineering Services  
RE: Case Road Culvert Rehabilitation

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#### **Purpose**

The purpose of this report is to obtain approval to award Contract 2022-7E. The project includes the rehabilitation of the Case Road culvert.

#### **Background**

At the February 8, 2021 meeting, Council approved retaining Tulloch Engineering to provide engineering services for design and contract administration of the Case Road culvert rehabilitation.

The Case Road culvert is a large pipe arch culvert that has reached the end of its useful life causing Case Road to experience washouts due to the erosion around the culvert. Case Road is a dead end road and it is proposed to re-line the culvert in order to maintain traffic access during construction.

#### **Analysis**

A total of five (5) tenders were received. All tenders submitted, except one, were found to be complete and valid. One of the tenders did not submit hardcopies of required paperwork. The low tender of \$1,063,282.32 (excluding HST) was received by Trimount Construction Group Inc.

#### **Financial Implications**

When non-recoverable HST and engineering fees are added, the City's cost to complete this project is projected to be \$1,254,568. This amount can be accommodated within the remaining portion of the \$1.2M approved for aqueducts and bridges during the 2021 Capital Budget deliberations and the difference can be accommodated within the \$1.5M approved for aqueducts and bridges during the 2022 Capital Budget deliberations.

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

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

#### **Recommendation**

It is therefore recommended that Council take the following action:

Case Road Culvert Rehabilitation

March 21, 2022

Page 2.

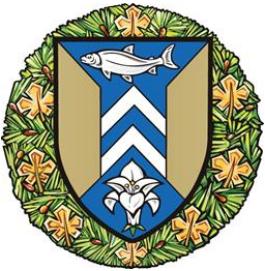
Resolved that the report of the Municipal Serves Engineer dated March 21, 2022 concerning the Case Road Culvert Rehabilitation be received and the recommendation that Contract 2022-7E be awarded to Trimount Construction Group Inc. be approved.

By-law 2022-53 authorizing execution of Contract 2022-7E appears elsewhere on the Agenda and is recommended for approval

Respectfully submitted,



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

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Catherine Taddo, P. Eng.,  
Land Development and Environmental Engineer  
DEPARTMENT: Public Works and Engineering Services  
RE: Advisory Services Engineering Agreement

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#### **Purpose**

The purpose of this report is to request approval for renewal of the Advisory Services Engineering Agreement with AECOM for a five year term.

#### **Background**

On January 23, 2017 Council approved the Advisory Services Engineering Agreement between the City and AECOM for a five year term with an annual upset limit of \$75,000, excluding HST, which has now expired. AECOM has been providing advisory services since 2011 through Agreements approved by Council. Ongoing advisory services are required for wastewater conveyance, treatment, and control systems issues as they arise.

#### **Analysis**

There is a continuing requirement for specialized engineering assistance related to wastewater conveyance, treatment, and control systems matters, based on the complexity of the wastewater system and ongoing and changing regulatory obligations.

#### **Financial Implications**

A new five year Agreement is required for advisory services. Given AECOM's previous work on this matter, approval of single sourcing for the continuation of the work is requested. The request is in accordance with the Purchasing By-law section 22 (3) (a) (h), namely to ensure compatibility with existing services, and purchase in the best interests of the City. The Engineering Agreement includes an anticipated upset limit of \$75,000 per year, excluding HST. The funds are within the approved budget allocation for advisory services for 2022.

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

This report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

Advisory Services Engineering Agreement

March 21, 2022

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**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-Law 2022-51 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

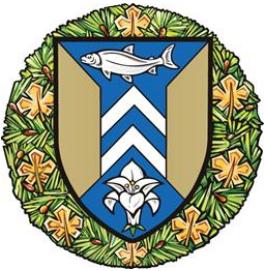
*C. Taddo*

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759.5380

[c.taddo@cityssm.on.ca](mailto:c.taddo@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

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Karen Fields, City Solicitor  
DEPARTMENT: Legal Department  
RE: Court Security & Prisoner Transportation Program  
Agreement

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#### Purpose

The purpose of this report is to seek Council's approval to execute an agreement with Her Majesty the Queen in right of Ontario as represented by the Solicitor General for funding to assist in offsetting the costs for court security and prisoner transport for the year 2022. The agreement ends on December 31, 2022.

#### Background

The funding agreement with the Province has been in place since 2012. In past years there have been new agreements and extensions of agreements. The City has been asked to execute a new agreement for 2022. The City provides the Province with its court security and prisoner transportation costs and the Province allocates funds accordingly.

#### Analysis

The new agreement continues on the same terms as past agreements. The City through our Police Services provide court security and prisoner transport for court appearances and for transport between correctional institutions. The Province agrees to provide funding for the same. The Province makes payments to the City in instalments throughout the term of the contract. For 2022 the agreement is for a maximum of \$805,876.89, and contemplates four installment payments of \$201,469.22 each.

#### Financial Implications

The funding is of significant assistance in providing the essential services of court security and prisoner transportation.

#### Strategic Plan / Policy Impact

The agreement is consistent with the City's commitment to fiscal responsibility through providing quality and affordable services.

Court Security & Prisoner Transportation Agreement

March 21, 2022

Page 2.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the City Solicitor dated March 21, 2022 concerning Court Security and Prisoner Transportation Agreement be received and that the Agreement be approved.

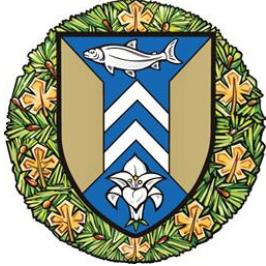
By-law 2022-36 which authorizes the execution of the agreement is located elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

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

KF/lv  
Enclosure

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

### COUNCIL REPORT

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel  
DEPARTMENT: Legal Department  
RE: Property Declared Surplus – Part 15 Creery Avenue

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#### PURPOSE

The purpose of this report is to recommend to Council that the property described as Part PIN 31523-0147 (LT) PCL 9182 SEC AWS; BLK A PL M381 ST. MARY'S; S/T LT109849; SAULT STE. MARIE, being part of civic 15 Creery Avenue be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

#### ATTACHMENT

Attached as Schedule "A" is a map of 15 Creery Avenue ("City Property").

#### BACKGROUND

The Legal Department received a request on October 18, 2021 from Chris Briele, the abutting owner of civic 186 Breton Road to ascertain if he could obtain 20 to 30 feet ("Subject Property") of the City Property. The request was circulated to various City Departments, the Sault Ste. Marie Region Conservation Authority ("SSMRCA") and the Sault Ste. Marie Housing Corporation ("SSMHC") for comment.

The Public Works Department, Planning Department, Community Development and Enterprise Services Department, Building Division and SSMHC have no issue with declaring the Subject Property surplus.

The Engineering Department stated that Enbridge has a pipeline and easement on the City Property and the Purchaser needs to be aware of easement and building restrictions. Engineering Department has no objection to the sale of the property but if there is drainage across the Subject Property it is to be maintained or accommodated in future use of the land.

The SSMRCA advised that the Subject Property is located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. Any development on the City Property or the proposed Subject

Property Declared Surplus – 15 Creery Avenue

2022-03-21

Page 2.

Property will require a site plan review and may require a permit from SSMRCA. SSMRCA has no objection to the proposed severance.

### **ANALYSIS**

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

### **FINANCIAL IMPLICATIONS / POLICY IMPACT**

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

### **COUNCIL DIRECTION**

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as Part PIN 31523-0147 (LT) PCL 9182 SEC AWS; BLK A PL M381 ST. MARY'S; S/T LT109849; SAULT STE. MARIE, being part of civic 15 Creery Avenue, be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land, to the abutting owner.

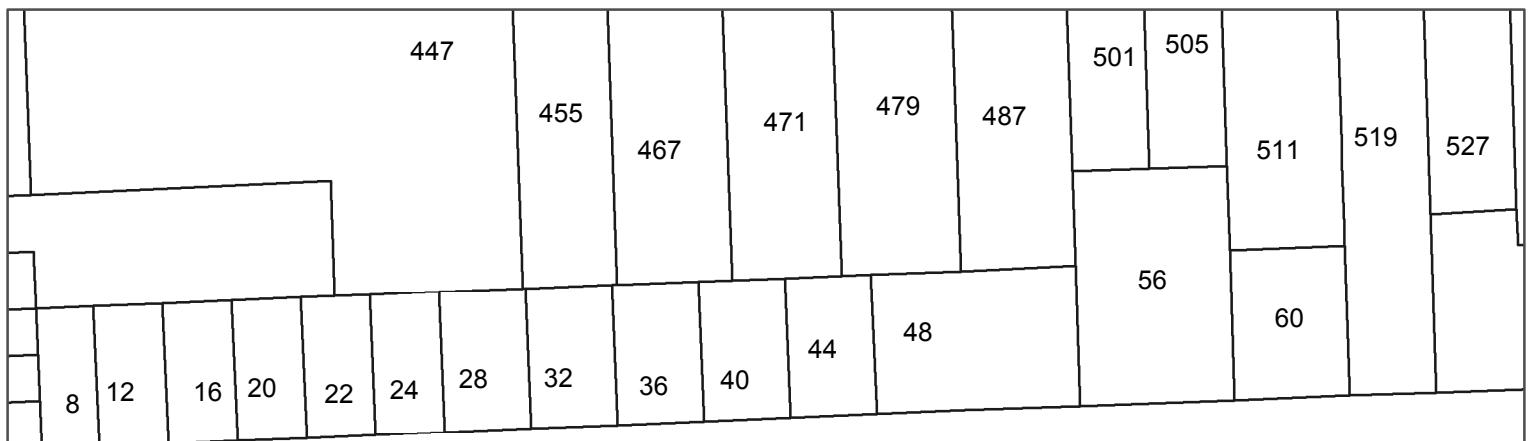
By-law 2022-46 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

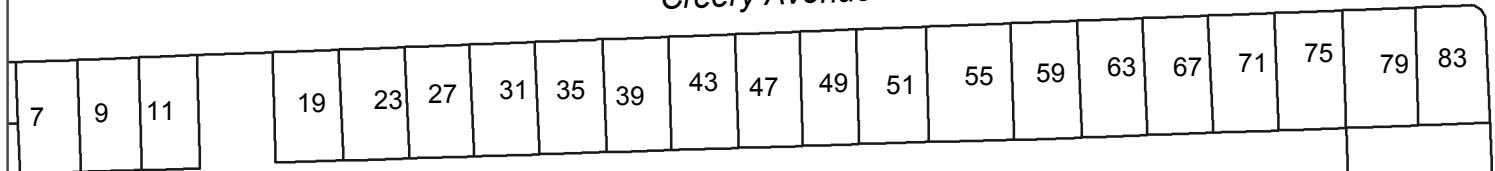
Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation  
Counsel  
MBS/lv  
Attachment

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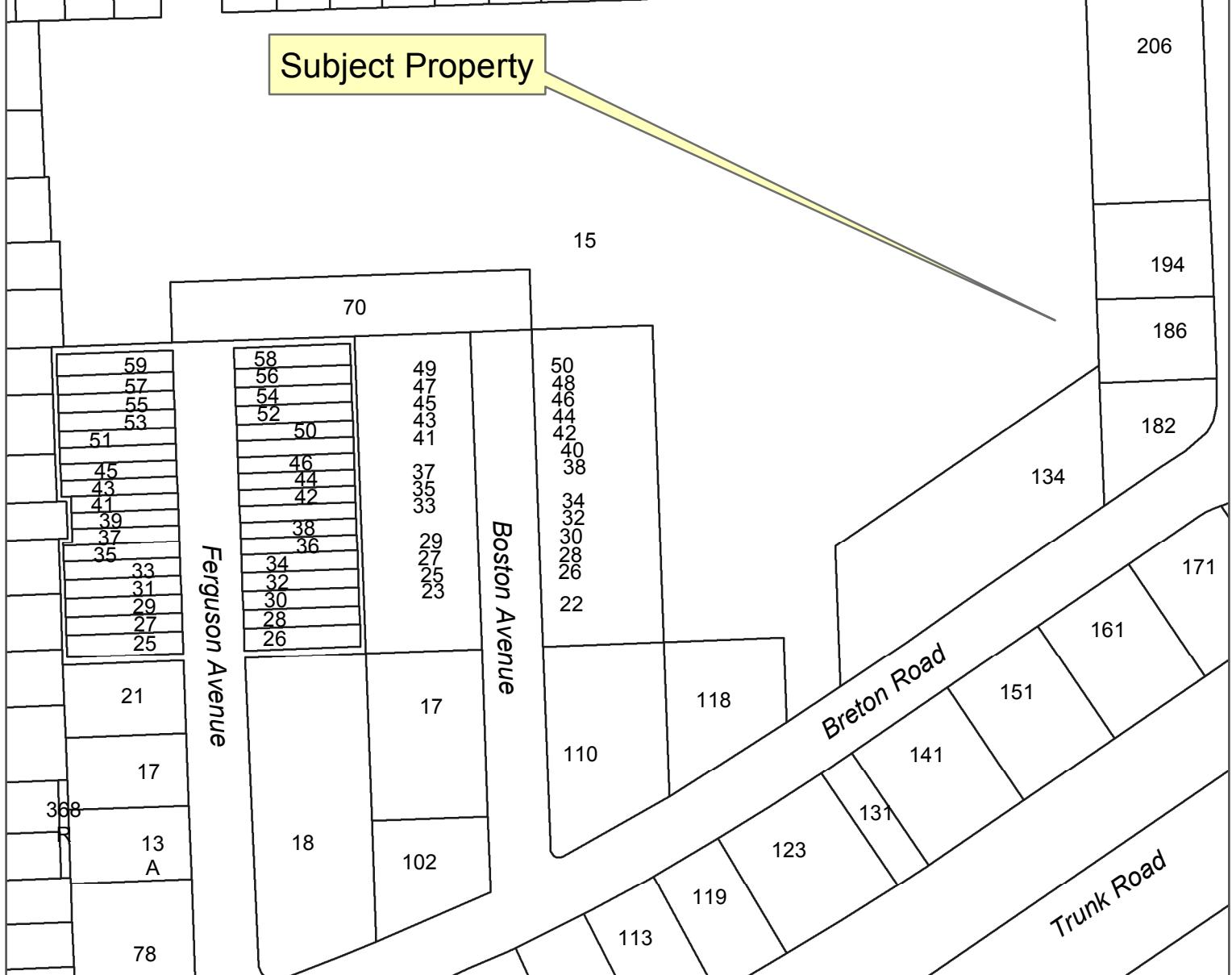
Schedule "A"



Creery Avenue



Subject Property



MAP TITLE

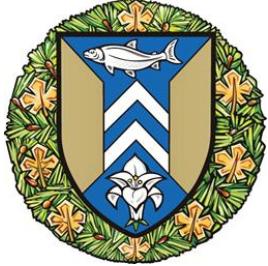
MAP PURPOSE/DESCRIPTION

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

Projection Details:

NAD 1983 UTM Zone 16N  
GCS North American 1983





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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel and Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Legal Department

RE: Sale – 328 Queen Street East

---

#### Purpose

The purpose of this report is update Council on the status of matters regarding the surplus property described as PIN 31542-0034 LT 13 PL 327 ST. MARY'S S/T INTEREST IN T338585; SAULT STE. MARIE, being civic 328 Queen Street East ("Subject Property")

#### Background

##### **(a) Relevant Facts Regarding Disposition of Property**

This Subject Property originally went through the Tax Sale process and became vested in the name of the City on October 23, 2019 as a result of the unpaid taxes. On February 8, 2021, City Council passed By-law 2021-36 which declared the Subject Property as surplus to the City's needs and authorized the disposition of the Subject Property in accordance with the City's policy for the disposition of land.

The Subject Property was thereafter advertised for sale "as is" with submission of bids due March 5, 2021. The deadline was thereafter extended to March 17, 2021 to provide further opportunity to interested buyers. At that time, three (3) parties expressed interest in the Subject Property. No offers were received.

Since then, the City has shown the Subject Property to a few interested parties. Recently, the City received the following offers:

- (i) Offer from Joe Greco to purchase the Subject Property for \$1.00. His intention is to demolish the building and turn the Subject Property into additional parking.
- (ii) Offer from Carmen Muto Plumbing & Heating Inc. to purchase the property for \$1,200.00. His intention is to construct three rental apartments on the upper level and one residential rental apartment on the main floor rear on the King Street side of the building. He also intends to include one storefront unit on the main level on the Queen Street side of the Subject Property.

**(b) Property Issues**

The Subject Property has significant issues. The City Building Division completed an inspection in 2021 and noted mold and various structural matters to be addressed. Building further recommended a structural engineer review same. The business owners in the vicinity of the Subject Property have commented that the building is an eyesore and are requesting it be remedied or demolished. Individuals have broken into the building which causes safety concerns and liability issues. Public Works regularly inspects and boards the building to prevent such entries.

**(b) Realtor Consulted**

In May 2021, the Legal Department subsequently retained Dale Godfrey to consider marketing and selling the Subject Property. Following her review, Ms. Godfrey advised that the property had nominal value due to the extensive costs of either repairing the Subject Property/bringing it up to standards or demolishing it. When asked if the City were to demolish the Subject Property and offer it for sale, she would recommend listing the vacant lot for \$65,000-\$69,000.

**(c) Demolition**

In March 2021, the City obtained an estimate to demolish the Subject Property, at the cost of \$80,117.00. A Designated Substance Survey is required to confirm a demolition quote. Costs for demolition will be at least \$80,000.00.

**(d) Cost to Renovate/Construct**

The City's insurance adjuster provided an estimate to remediate and thereafter repair the Subject Property. Specifically, the following comments were provided:

- Remediation and cleanup costs would be approximately \$100,000.00.
- The costs to reconstruct the building is estimated to be at least \$200.00 per square foot and the building is over 5000 sq. ft. Certainly this amount depends on the ultimate layout for the interior of the building. Roof costs unknown at present.

**Analysis**

Essentially, there are four (4) options available to Council:

1. Accept the Offer from Mr. Greco for \$1.00 – Intended Use as Parking Lot
2. Accept the Offer from Carmen Muto Plumbing & Heating Inc. for \$1,200.00 – Intended use is to Renovate and have both Residential and a Storefront Unit
3. City Demolish Building and then Sell Vacant Lot
4. City Hire Contractor to Clean Up Property and Reconstruct

City Staff recommend Option #2 as the most desirable option. In this case, the City would not incur any further expenses related to the Subject Property for

Sale – 328 Queen Street East

March 21, 2022

Page 3.

demolition or repair/remediation. Further, the intended use of combined residential rental units and a storefront unit is more desirable for the Downtown Core. With this option, the City would continue to receive tax revenue from the ongoing use of the Subject Property once it is remediated and renovated.

Negotiations have ensued and City Staff recommend the following conditions, consisting of timelines for completion of the renovation work be added as conditions to the sale of the Subject Property:

- (a) that the Buyer completely renovate and complete the **exterior façade work** of the Building on the Subject Property in a manner that is acceptable to the City within six (6) months from the Closing Date;
- (b) to substantially completely renovate and **complete all interior construction and work for the Building on the Subject Property in accordance with the Offer made for the Property** within two and a half (2.5) years from the Closing Date in a manner that is acceptable to the City.

In either case, if the Buyer fails to complete same, the City may take back the Subject Property in the City's sole discretion. This will ensure that the issues regarding the Subject Property are addressed following its sale.

### **Financial Implications**

The City would receive \$1,200.00 for the sale of the Subject Property "as is" and not incur any further expenses related to the Subject Property for demolition or repair/remediation. If sold, the City would not incur the regular staff resources and supplies that are presently required to monitor and secure the Subject Property along with the costs required to insure the Subject Property. Once renovated, the City would receive tax revenue from the ongoing use of the Subject Property as multiple residential rental units and a storefront unit.

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

Not applicable.

### **Recommendation**

It is therefore recommended that Council take the following action:

Authorize the disposition of the City owned property described as PIN 31542-0034 LT 13 PL 327 ST. MARY'S S/T INTEREST IN T338585; SAULT STE. MARIE, being civic 328 Queen Street East in accordance with the City's Policy for the disposition of land to Carmen Muto Plumbing & Heating Inc. on an "as is" basis for the sum of \$1,200.00 and containing the following conditions:

Sale – 328 Queen Street East

March 21, 2022

Page 4.

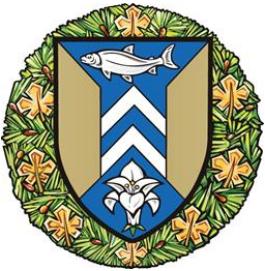
- (a) that the Buyer completely renovate and complete the exterior façade work of the Building on the Subject Property in a manner that is acceptable to the City within six (6) months from the Closing Date;
- (b) that the Buyer substantially renovate and complete all interior construction and work for the Building on the Subject Property in accordance with the Offer made for the Property within two and a half (2.5) years from the Closing Date in a manner that is acceptable to the City; and
- (c) that if the Buyer fails to complete either obligation, the City may take back the Subject Property in the City's sole discretion and the Buyer undertakes to complete any and all necessary paperwork to effect the said transfer back to The Corporation of the City of Sault Ste. Marie.

By-law 2022-57 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

Tom Vair  
Deputy CAO  
Community Development &  
Enterprise Services  
(705)759-5264  
[t.vair@cityssm.on.ca](mailto: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

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Jeffrey King, Solicitor/Prosecutor  
DEPARTMENT: Legal Department  
RE: Agreement between City and Bell Mobility Inc. – Bellevue Marina Tower

---

#### Purpose

The purpose of this report is to request Council's authorization to enter into a Lease Agreement between the City and Bell Mobility Inc. for use of City owned property at the Bellevue Marina.

#### Attachment

Attached as Schedule "A" is a photo of the proposed Tower.

#### Background

The City of Sault Ste. Marie has a few lease agreements already in place at various owned City locations with Bell Mobility Inc. for such use. Des Chenes Drive, GFL Memorial Gardens, and West Street, are the ones we have in place currently. The proposed Lease Agreement ("Agreement") is to erect a tower, equipment shelter, all necessary cabling and equipment attachments, and access road, on a piece of property located in proximity to the Bellevue Marina. The entire areas would consist of approximately 9.5m x 9.5m (Compound Area) and 6m x 91.76m (Access Road). Subject to the approval of the Agreement, construction of the tower is set to occur this spring.

#### Analysis

Bell Mobility Inc. has followed the procedure outlined in our Telecommunication Tower Policy. Various City departments and agencies have been circulated with no negative comments, including park staff who are supportive of the tower's location and design. Bell Mobility Inc. circulated neighbours within 120m and beyond, with include the three (3) condo buildings on the west side of Pine St. and have received no concerns. The Agreement is a requirement as part of the 'Letter of Concurrence' issued by the City's Director of Planning in accordance with the Telecommunication Tower Policy.

This Agreement is consistent with previous lease agreements entered into between the City and Bell Mobility Inc. A summary of important aspect of the Agreement are:

Agreement between City and Bell Mobility Inc. – Bellevue Marina Tower

March 21, 2022

Page 2.

- 1) The Agreement will carry a five year term commencing on April 1, 2022, and contains three (3) options to renew/extend;
- 2) The annual rent is set at \$6,100.00 for the first five years;
- 3) Bell Mobility Inc. to submit an insurance certificate showing coverage in the amount of Five Million (\$5,000,000.00) Dollars and naming the City as an "Additional Insured"; and,
- 4) Bell Mobility Inc. is to fully indemnify the City for the use of City property, save for environmental.

This Agreement represents a strong rate of return for the City. Bell Mobility Inc. has also committed to including components that market the City and promote the City's branding given the proposed location (See Schedule "A" attached hereto).

**Financial Implications**

The annual rate of return will generate income by Bell Mobility Inc. occupying City Property. This rate is set to increase at a gradual rate of inflation upon Bell Mobility Inc. electing to renew the Agreement.

**Strategic Plan / Policy Impact**

This report is not directly linked to any strategic direction identified in the Corporate Strategic Plan.

**Recommendation**

It is therefore recommended that Council take the following action:

By-law 2022-54 authorizing the execution of an Agreement between the City and Bell Mobility Inc. appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

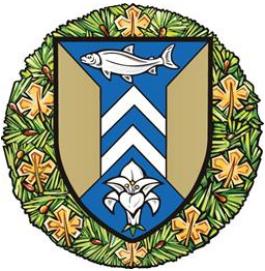
Jeffrey King  
Solicitor/Prosecutor  
705.759.2662  
[j.king3@cityssm.on.ca](mailto:j.king3@cityssm.on.ca)

Enclosure

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**Schedule "A"**





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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Jeffrey King, Solicitor/Prosecutor  
DEPARTMENT: Legal Department  
RE: Officer Appointment By-law

---

#### **Purpose**

The purpose of this report is to repeal By-law 2021-121 and enact By-law 2022-58 which appoints municipal law enforcement officers for parking violations in the City and smoking violations at the Sault Area Hospital (SAH).

#### **Background**

City Council approved an update to Smoking By-law 2019-200 in July of 2021 to facilitate the enforcement of smoking infractions on SAH property by municipal enforcement officers. A recent shift was made by SAH to contract this responsibility to a third party enforcement agency. The same officers will enforce parking violations for SAH. This third party enforcement agency is also currently under contract with the City for parking enforcement under a separate pilot project.

By-laws appointing municipal law enforcement officers are amended from time to time.

#### **Analysis**

The by-law enforcement officers must be appointed by City Council pursuant to section 15 of the *Police Service Act* in order to carry out any enforcement function under the City's various by-laws.

In order to facilitate the new responsibilities of the third party enforcement agency an appointment by-law specific to that agency and the particular responsibilities contracted to it was prepared. This will assist in more efficient tracking of new appointments required upon any employment change occurring at the agency.

#### **Financial Implications**

There are no financial impacts associated with the proposed by-law amendment and change to the enforcement officers.

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

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

Officer Appointment By-law

March 21, 2022

Page 2.

**Recommendation**

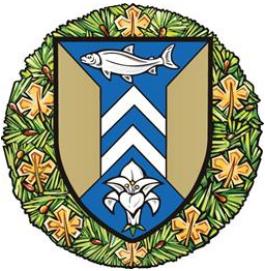
It is therefore recommended that Council take the following action:

By-law 2022-58 being a by-law to appoint municipal enforcement officers and repeal By-law 2021-121 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Jeffrey King  
Solicitor/Prosecutor  
705.759.2662  
[j.king3@cityssm.on.ca](mailto:j.king3@cityssm.on.ca)

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2022\SAH Appoint Officers (Smoking & Parking OPEN.docx



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Stephen Turco, Senior Planner, RPP  
DEPARTMENT: Community Development and Enterprise Services  
RE: Active Transportation Fund

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#### **Purpose**

The purpose of this report is to advise Council on a recently announced funding program, issued by the Federal government, and to recommend that the City pursue funding opportunities, through this program, for a number of key active transportation projects which align with the 2017 Active Transportation Strategy.

#### **Background**

In May of 2017, City Council endorsed an Active Transportation implementation strategy. The strategy outlined a number of priorities from the Transportation Master Plan, the Cycling Master Plan, and the John Rowswell Hub Trail (JRHT) Spoke Study, and provided an outline to implement these priorities over the next four years. To date, the City has began implementing a number of these priority projects, including the installation of on-street bike lanes and off-road multi-use paths, throughout the City.

The importance of Active Transportation infrastructure is well acknowledged in all cities across the country, and has been recognized by the Federal Government with the release of the first ever National Active Transportation Strategy.

In support of this federal strategy, the Government of Canada recently announced a \$400 Million funding program, which provides support to shift away from cars, and towards active transportation. This fund, administered over 5 years, invests in projects that build new and expanded networks of pathways, bike lanes, trails, and pedestrian bridges, as well as supports active transportation planning and stakeholder engagement activities.

The City of Sault Ste. Marie has a number of candidate projects, which would be eligible for funding, and would support the implementation of our local Active Transportation (AT) strategy.

#### **Analysis**

The initial application intake period for the federal Active Transportation Fund ends March 31, 2022. At this time, staff is recommending that an application be

submitted for this funding, to support a number of projects that align with the City's AT strategy, and lend support to other revitalization efforts undertaken recently. The following is a description of the candidate projects suggested to be considered for funding (please refer to visuals attached to this report).

James Street Neighbourhood Connection: As part of the James Street Neighbourhood Rejuvenation strategy, it was recommended to implement a JRHT spoke trail into this neighbourhood, creating a key link to James Street and the revitalized Anna Marinelli Park. To facilitate this, staff is recommending replacing the sidewalk on the south side of Albert Street, from James Street to Carmen's way, with a new multi-use path. This new path will connect to the planned pedestrian crossing (PXO) to be located at the intersection of Carmen's Way and Albert. With these improvements, the James Street neighbourhood will have a direct connection to the JRHT system (located on the east side of Carmen's Way, and the south side of Albert Street, east of Carmen's Way)

West End Connections: Building off the recently completed multi-use path constructed at the Northern Community Centre/Korah Collegiate High School, and the signed bike route from Cooper Street to Churchill Avenue, staff is now recommending an off-road, multi-use path along the west side of Peoples Road, from Churchill Avenue to Second Line, and a multi-use path on the north side of Second Line, from Peoples Road to Carmen's Way. Once established, the combination of off-road paths, and on-road cycling facilities will provide cyclists a safe and efficient alternative to Second Line.

Carmen's Way JRHT Gap: Along most of its route, the JRHT is characterized by an approximately 3 meter wide, asphalt path. However, between White Oak Drive and Second Line, there is only a sidewalk. This area is constrained by a narrow boulevard, and existing utility poles. Staff is recommending relocating the poles (or possibly burying the utilities) and replacing the sidewalk with an asphalt path along this section of road.

Mark Street JRHT Gap: Similar to the Carmen's Way gap, Hub Trail users along Mark Street only had a sidewalk (or the road for cyclists). Last summer, Engineering staff commenced the reconstruction of Mark Street, from Churchill Boulevard to Lake Street. As part of that project, the sidewalk on the north side of Mark Street was replaced with an asphalt multi-use path. Staff is now recommending the sidewalk, from Lake Street to the Algoma University entrance also be replaced with a multi-use path.

### **Financial Implications**

Given our current population, staff estimate that the City could be eligible for approximately \$1.4 Million in project funding – based on a 60%/40% cost share arrangement between the Federal Government and the City. For the projects

Active Transportation Fund

March 21, 2022

Page 3.

outlined above, staff undertook an initial cost estimating exercise, and estimate the project's values to be the following:

James Street Neighbourhood Connection	\$132,000
West End Connections	\$668,000
Carmen's Way JRHT Gap	\$350,000
Mark Street JRHT Gap	<u>\$253,000</u>
<b>Total:</b>	<b>\$1,403,000</b>

Projects that are approved under the Federal Active Transportation Fund must be completed by March 31, 2026. Should the City be successful in obtaining funding, staff will initiate the projects beginning in 2023, with all projects expected to be completed by March 31, 2026. If successful, the City could receive approximately \$840,000 through this program. For the City's 40% share (\$560,000), it is recommended that our contribution be sourced from the increase in Ontario Community Infrastructure Fund of approximately \$2.4 million annually the City is expected to receive for the next five years beginning in 2022. The 2022 OCIF is fully committed and the projects approved by Council. If the City's application is successful, the projects and funding will be recommended in the 2023, 2024 and 2025 Capital Budgets.

**Strategic Plan / Policy Impact**

The continued implementation of Active Transportation infrastructure aligns with the City's Corporate Strategic Plan, which identifies both the promotion of "Quality of Life Advantages" and the "Environment" as key activities.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated March 21, 2022 concerning Active Transportation Fund be received and that staff be authorized to submit an application to the Federal government's Active Transportation Fund for the projects identified in this report, and that the City's required 40% share (\$560,000), be sourced from the funds received through the Ontario Community Infrastructure Fund.

Respectfully submitted,

**Stephen Turco, RPP**

Senior Planner

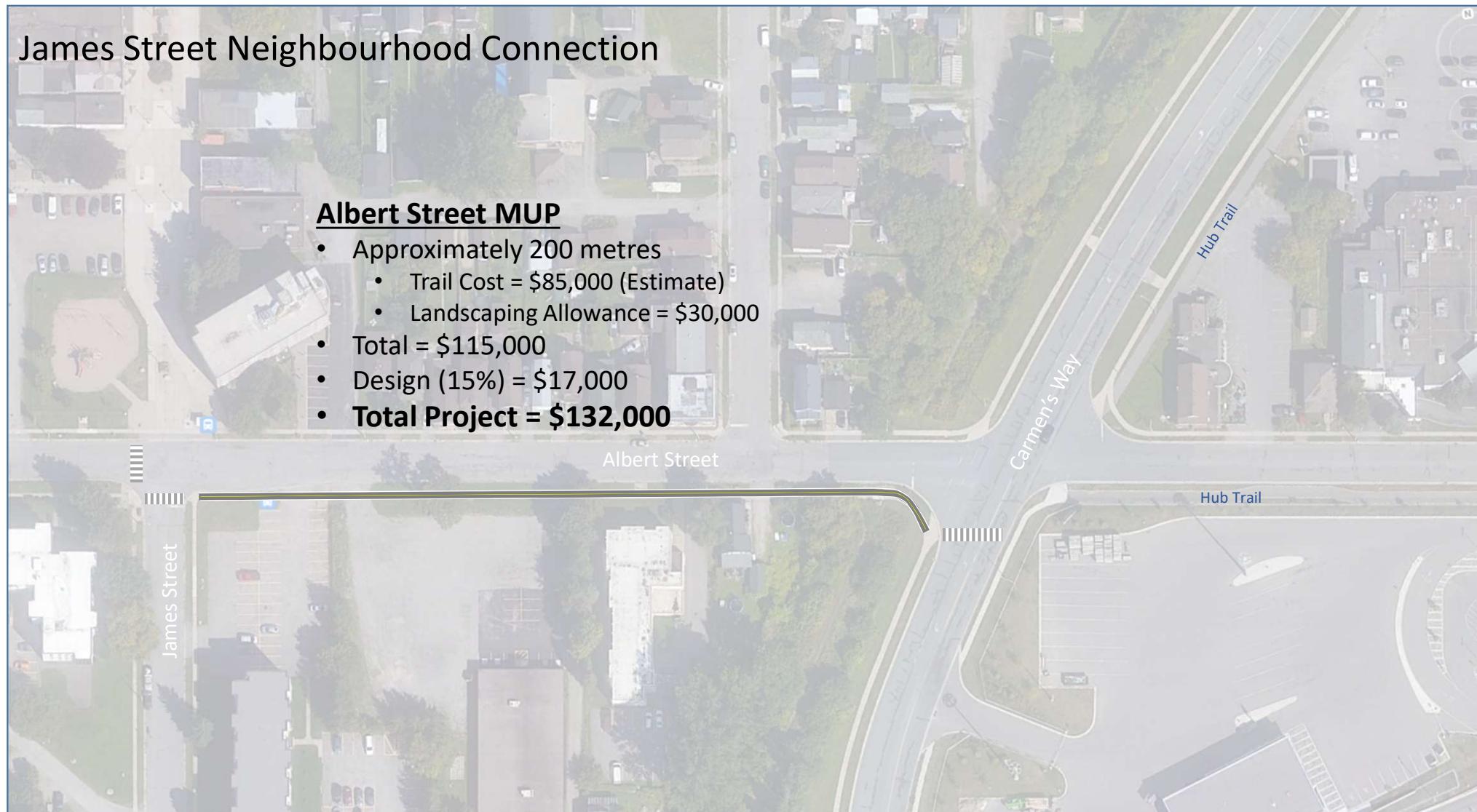
705.759.5279

[s.turco@cityssm.on.ca](mailto:s.turco@cityssm.on.ca)

## James Street Neighbourhood Connection

### Albert Street MUP

- Approximately 200 metres
  - Trail Cost = \$85,000 (Estimate)
  - Landscaping Allowance = \$30,000
- Total = \$115,000
- Design (15%) = \$17,000
- **Total Project = \$132,000**



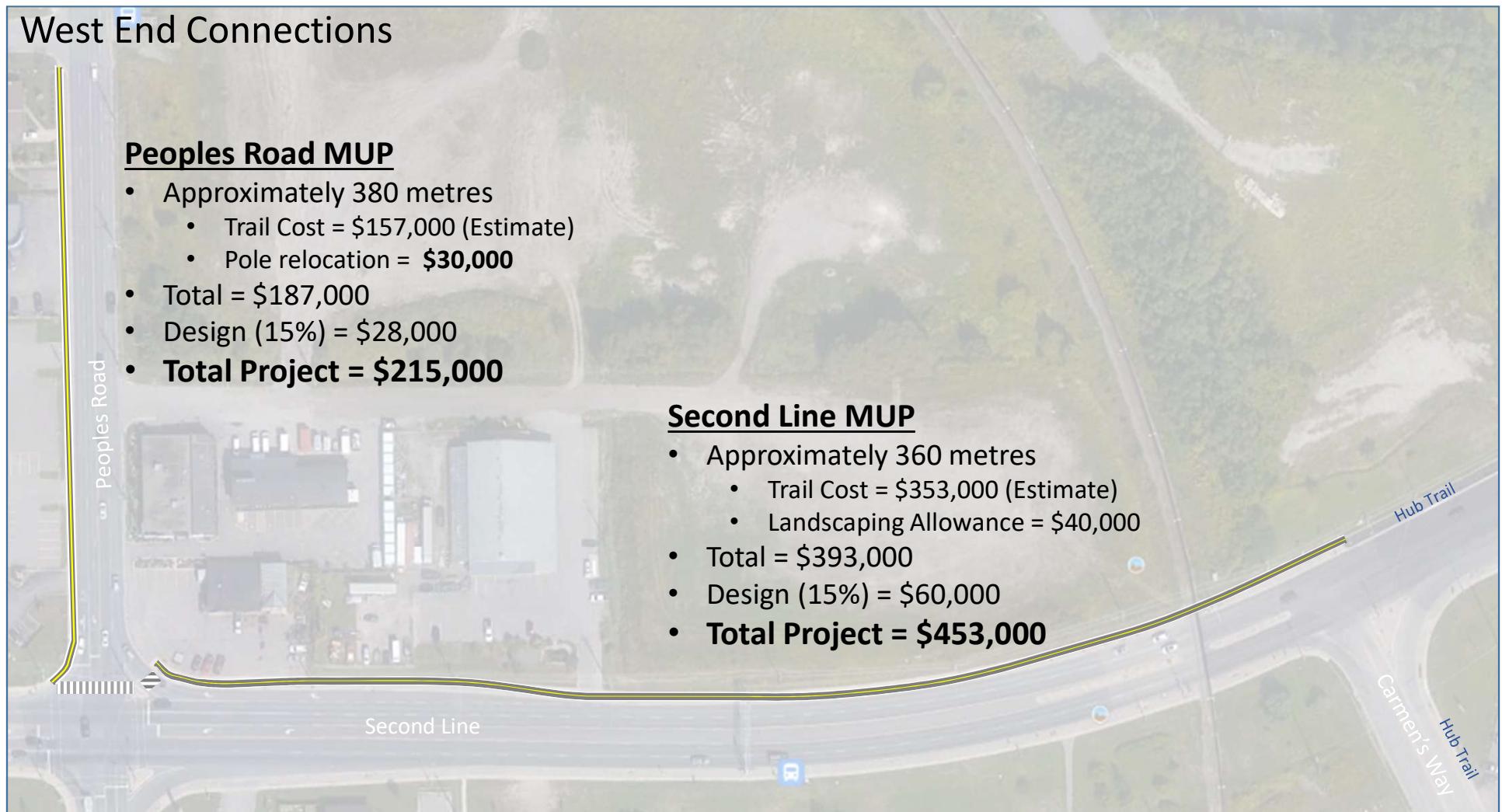
## West End Connections

### **Peoples Road MUP**

- Approximately 380 metres
  - Trail Cost = \$157,000 (Estimate)
  - Pole relocation = **\$30,000**
- Total = \$187,000
- Design (15%) = \$28,000
- **Total Project = \$215,000**

### **Second Line MUP**

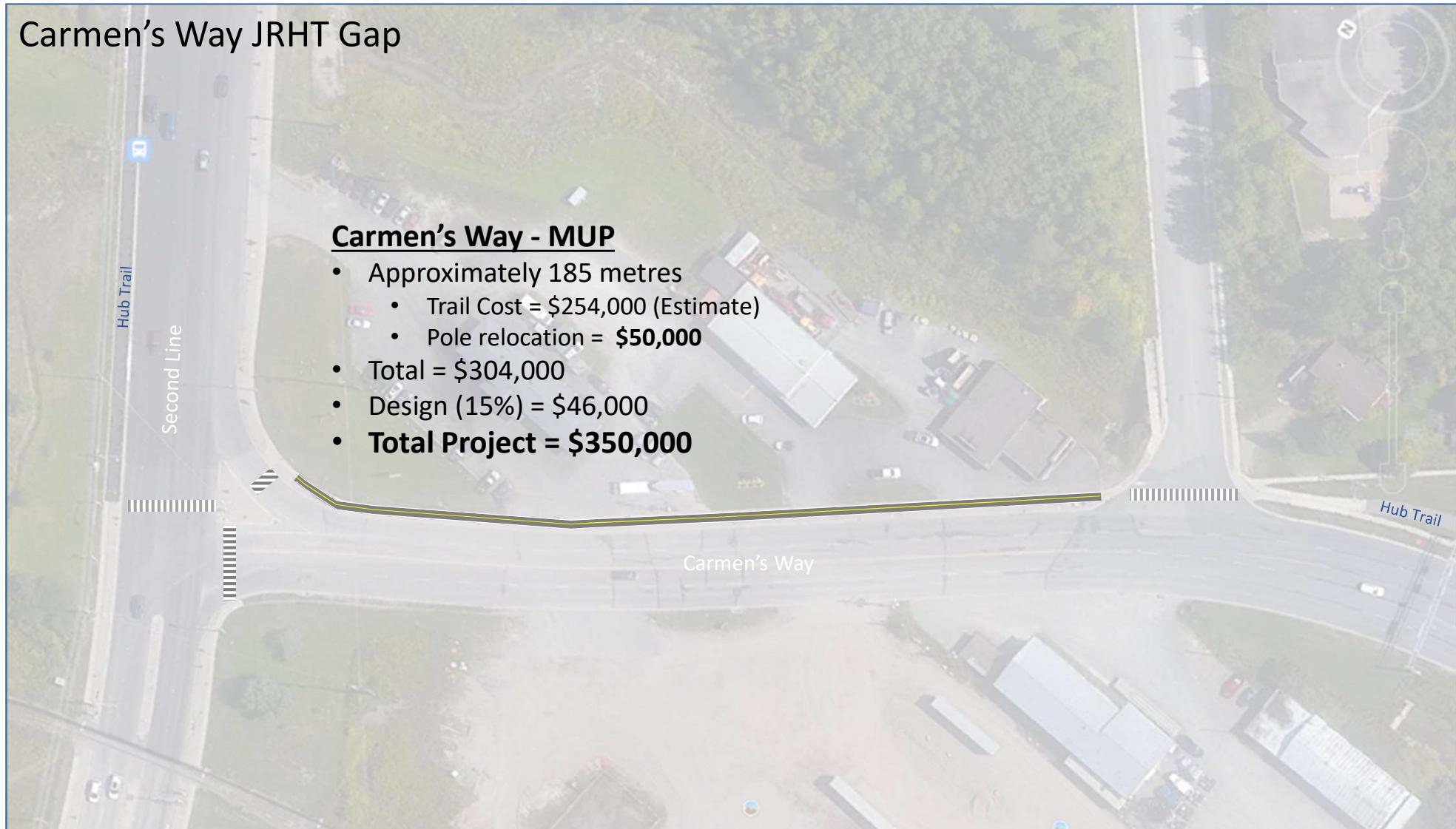
- Approximately 360 metres
  - Trail Cost = \$353,000 (Estimate)
  - Landscaping Allowance = \$40,000
- Total = \$393,000
- Design (15%) = \$60,000
- **Total Project = \$453,000**



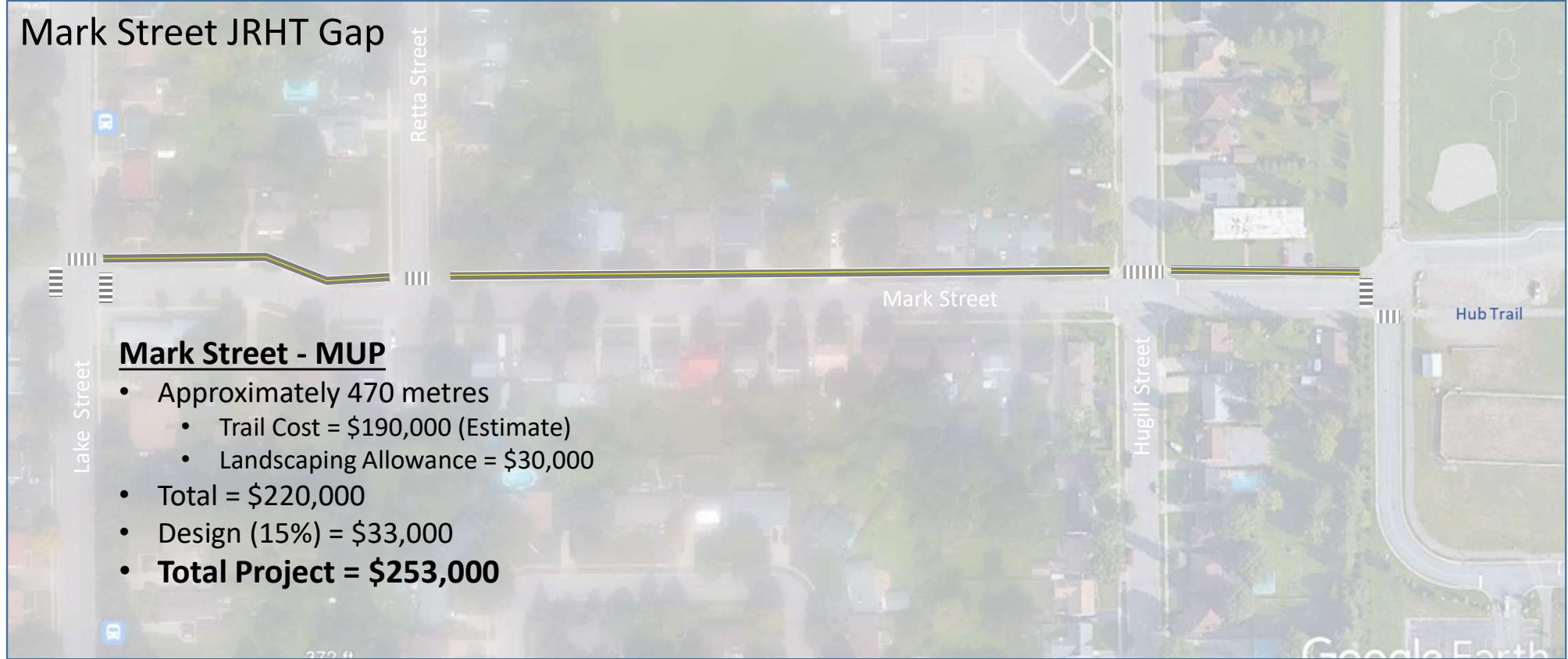
## Carmen's Way JRHT Gap

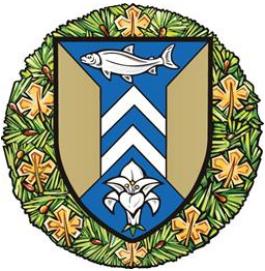
### **Carmen's Way - MUP**

- Approximately 185 metres
  - Trail Cost = \$254,000 (Estimate)
  - Pole relocation = **\$50,000**
- Total = **\$304,000**
- Design (15%) = **\$46,000**
- **Total Project = \$350,000**



## Mark Street JRHT Gap





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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Stephen Turco, Senior Planner, RPP  
DEPARTMENT: Community Development and Enterprise Services  
RE: OMAFRA Rural Economic Development – Downtown Plaza  
Funding Agreement

---

#### **Purpose**

The purpose of this report is to advise Council on the City's successful funding application to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA)'s Rural Economic Development (RED) fund to support the Downtown Plaza, and to recommend the execution of a contribution agreement between OMAFRA and the City.

#### **Background**

At the September 27, 2021 Council meeting, staff presented on the Downtown Plaza, summarizing the recommended scope of the project, and outlining the funding approach to facilitate its development. At that meeting, Council authorized staff to finalize the construction drawings and issue a tender for the construction of the Downtown Plaza, with a total City contribution of up to \$6,993,068. Staff also identified a potential funding source through OMAFRA's RED program, and Council authorized staff to proceed with a funding application to that program.

#### **Analysis**

An application was submitted to OMAFRA and the City was successful in obtaining funding of \$250,000 towards the Plaza project. A contribution agreement is found under the by-laws section of the agenda, and is recommended for approval.

The tender Downtown Plaza project has been issued and the deadline for submissions is March 30<sup>th</sup>, 2022.

#### **Financial Implications**

The total approved budget for the Plaza project is \$8,477,068, with a total funding contribution from the City of up to \$6,993,068. At the May 10<sup>th</sup>, 2021 meeting, staff identified future Community Growth Initiatives funding to be used to support the Plaza construction. With the approved funding through OMAFRA, it is recommended that the RED contribution of \$250,000 decrease the requirement to utilize the future Community Growth Initiatives budget line item previously authorized by Council.

OMAFRA Rural Economic Development – Funding Agreement

March 21, 2022

Page 2.

**Strategic Plan / Policy Impact**

The Downtown Plaza project aligns with many aspects of the Corporate Strategic Plan – and specifically, with the focus area of “Quality of Life” and the priorities outlined under that theme: Promote quality of life advantages; Welcome and seek out immigration; Vibrant Downtown; Promote, grow and support arts and culture.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated March 21, 2022 concerning OMAFRA Rural Economic Development – Funding Agreement be received and that the execution of the Rural Economic Development Program Contribution Agreement between OMAFRA and the City be approved.

The relevant By-law 2022-44 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

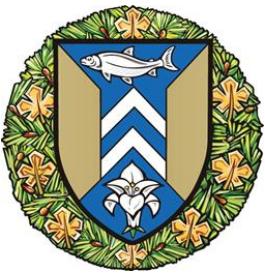
Respectfully submitted,

**Stephen Turco, RPP**

Senior Planner

705.759.5279

[s.turco@cityssm.on.ca](mailto:s.turco@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

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Malcolm White, CAO  
DEPARTMENT: Chief Administrative Officer  
RE: COVID Update 2022 03 21

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#### **Purpose**

To update Council on the impacts of the lifting of COVID restrictions by the Province.

#### **Background**

As Council is aware, effective today the Province has lifted mask mandate requirements except in certain prescribed areas. The area of City services still mandated is Transit Services. The lifting of the mask mandate follows the lifting of other COVID restrictions such as capacity limits and active/passive screening requirements.

#### **Analysis**

While the mask mandate has been lifted (except for Transit Services), City staff have been directed to continue mask use for the next 2 weeks as a precautionary measure for health and safety. The COVID virus is still prevalent in the community, as evidenced by wastewater monitoring results from the East End Water Treatment Plant. At this point, while the results could be characterized as having plateaued, we are not yet experiencing the downward trend seen in Southern Ontario.

As well, the March Break resulted in significant travel into and out of the community that may have an impact on COVID levels over the next two weeks. At the end of 2 weeks we will reassess indicators and determine whether to extend staff masking requirements.

The City will not be enforcing mask use by public users of our facilities (except Transit facilities and vehicles) as there is no practical means of doing so.

#### **Financial Implications**

There is no financial impact associated with this report.

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

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

COVID Update 2022 03 21

March 21, 2022

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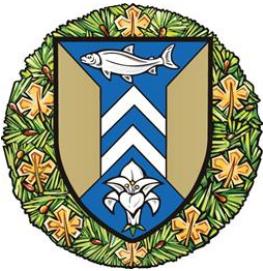
**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated March 21, 2022 concerning COVID Update 2022 03 21 be received as information.

Respectfully submitted,

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



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Virginia McLeod, Manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: Public Art Policy

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#### **Purpose**

The purpose of this report is to seek council's approval of the adoption of the Public Art Policy for the City of Sault Ste. Marie.

#### **Background**

There have been significant strides made to support Arts, Culture and Heritage in Sault Ste. Marie over the past 5 years. Prior to the launch of the Community Adjustment Committee initiative, City Council passed the following resolution:

Moved by: Councillor S. Butland  
Seconded by: Councillor S. Myers

Whereas Sault Ste. Marie does not presently have a Public Art Policy as do many cities across Canada; ranging in size from Sioux Lookout (pop. 5,000) to Toronto (metro. Pop. 6,000,000) and including such cities as Moncton, Kitchener, Guelph, Windsor, Thunder Bay, Red deer, St. Catherines, Peterborough etc; and

Whereas Sault Ste. Marie possess a vibrant, engaged and talented arts and culture community and therefore should pursue such a policy to appropriately acknowledge these individuals by showcasing their works in/at various public venues,

Now Therefore Be It Resolved that Council endorse an interim exploratory committee comprised of 2 councillors, S. Butland and R. Romano, the Executive Director and Chair of the Art Gallery of Algoma, the Chair of the Cultural Advisory Board and resource staff from Planning, Clerk's, Legal, Recreation and Culture to recommend next steps in adopting a Public Art Policy.

CARRIED

In 2017, A Common Cause and New Direction for Sault Ste Marie report Identified Cultural Vitality as one of four pillars. One of the key recommendations was to update the City's Cultural Policy and develop a Cultural Plan. In 2019, the

Community Cultural Plan 2019-2024 was developed. Since that time staff and members of the Cultural Vitality Committee have been working on the actions items that were identified in the plan. Goal #4- Downtown Activation identified the following action item: Further to the Cultural Policy, develop a public art policy for the downtown, waterfront, and throughout the city. The policy should address the maintenance needs of current murals and establish plans to expand Sault Ste. Marie's mural program in addition to other forms of art.

### **Analysis**

The addition and inclusion of art into public spaces plays a significant role in the encouragement of lasting economic growth, creating and sustaining cultural identity, and creating a sense of belonging. Art brings people together. Displaying art in public places and making it accessible to everyone inspires engagement and a feeling of belonging to a community.

The Public Art Policy establishes a standardized and transparent process through which the City acquires public art for municipally-owned public space through purchase, commission or donation. In addition, the policy addresses the roles and responsibilities for the administration of public art, site selection, management and maintenance of the collection. Once the Policy is adopted additional work will need to be completed to develop the proper forms, procedural and operating guidelines to assist with the administration of the Public Art Policy.

The Public Art Policy also addresses public art funding in section 3.2. Currently, there are two potential funding streams that have been identified, the Community Development Fund - Arts and Culture (CDFAC) which currently has \$40,000 annually allocated to support public art projects. In addition, Council can access the interest from the Cultural Endowment Trust Fund (CETF).

### **Financial Implications**

Section 3.2.2 of the Public Art Policy is consistent with the Cultural Policy section 3.3.1 which references the dedication of 1% of the total construction and/or renovation costs of public facilities including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. A report from the Chief Financial Officer/City Treasurer is included in the agenda package which outlines the financial implications.

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

The adoption of the Public Art Policy supports the Corporate Strategic Plan Focus Area: Quality of Life – Promote, grow and support arts and culture – Cultural Plan Implementation.

### **Recommendation**

It is therefore recommended that Council take the following action:

Public Art Policy

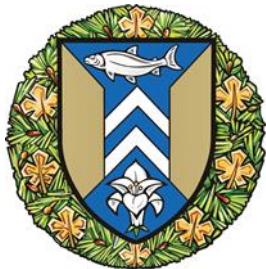
March 21, 2022

Page 3.

Resolved that the report of the Manager of Recreation and Culture dated March 21, 2022 concerning the adoption of the Public Art Policy be approved.

Respectfully submitted,

Virginia McLeod  
Manager of Recreation and Culture  
705.759-5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



# **Public Art Policy**

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

**Sault Ste. Marie  
Cultural Vitality Committee  
October 2021**

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# **1. General Considerations**

## **1.1 Statement of Purpose**

The City of Sault Ste. Marie recognizes that art in public spaces is a valuable asset that enhances the quality of life for its citizens, strengthens community pride, improves the aesthetic of the public environment, and contributes to the City's cultural aspirations, social well-being and economic vitality. Through Public Art, we celebrate our culture and heritage, reflect our diversity, express shared values and define our unique identity.

Public Art advances the City's strategic goal to build a well-designed and appealing City that supports the four pillars of sustainability and engages the community. The Public Art Policy supports the SSM Cultural Policy, SSM Community Culture Plan (2019-2024) and SSM Cultural Tourism Strategy.

## **1.2 Definition of Public Art**

Public Art is defined as art in any medium that is situated in a public space. Public Art may be temporary or permanent in nature. Public Art plays a role in beautifying the community, engaging residents and creating a sense of place, creating links to economic growth and strengthening tourism.

Public Art can be placed, installed and created anywhere in or on City-owned buildings and spaces in Sault Ste. Marie. Public spaces are those areas frequented by the general-public and are owned or leased by the City of Sault Ste. Marie. Public spaces may include, but are not limited to, parks, trails, roads, open spaces, courtyards, bridges, tunnels, boulevards, building exteriors, and publicly accessible interior areas of municipal buildings.

Public Art/Artworks are created by an Artist, Group or Collective. The Artist, Group or Collective are the designers/creators of an artwork, and includes, but is not limited to professional artists, graphic designers, collaborative teams, architects and landscape professionals. The Artist, Group or Collective is recognized by their peers and has obtained specialized training in their artistic field. They are active and committed to their practice and have shown work in a professional capacity. Artists, Groups or Collectives can be considered emerging, intermediate or advanced depending on their degree of experience, training, and accomplishments.

### **1.3 Types of Public Art**

Public Art and Public Artworks are original art that is created for, or located in, public spaces, and which is accessible to the public at no cost. Public Art installations may include but are not limited to the following:

- Sculptures
- Murals
- Street Art
- Mosaics
- 2-dimensional Artworks
- Interactive Artworks
- Temporary Installations
- Community Art Projects
- Monuments\*
- Water and Outdoor Garden Features\*
- Street Furniture/Functional Art\*
- Engineering or Architectural Features\*
- Other Public Cultural expressions as defined in the SSM Culture Policy

\*Note: These Public Art works must include a strong design component or integrated artistic feature.

Public Art installations may be:

- **Site Specific** – site specific Public Art is created for a specific location. The artwork considers the dimensions, neighbourhood and existing features of a building, park or structure in its design and concept.
- **Integrated** – integrated Public Art is incorporated into an architectural or building feature. Artistic features and designs are incorporated into structural or functional components.
- **Independent** – independent Public Art is created independent of considering the location. Artwork is created without consideration of a specific location and is often acquired/installed at a date later than its production.

### **1.4 Public Art Focus Areas**

The City of Sault Ste. Marie Public Art Program includes four main areas of focus:

- **Public Art Capital Projects:** Integrating Public Art into the City's capital planning and budgeting process including new and renewed facilities, parks and infrastructure. This work will become part of City Public Art Inventory.
- **Temporary Public Art, Street Art and Public Art Platforms:** Developing opportunities for diverse cultural expression in civic spaces, places and neighbourhoods through the commission and exhibition of works of temporary public art from a variety of art forms including street art, and establishing one or more public art platforms to exhibit a rotating

display of art in a public venue. This work may or may not become part of the Public Art Inventory depending on nature of the work/project.

- **Community Arts, Public Engagement and Education:** Engaging communities in developing Sault Ste. Marie's story and creative place making across the City. Community members will be involved in the public art program through art making, consultation, education and promotions. This work may or may not become part of the Public Art Inventory depending on nature of the work/project.
- **Artist and Arts Sector Development:** Investing in artist, curator and arts administrator training and development including mentorships, workshops and residencies for emerging artists from a wide variety of disciplines. These development programs will help to increase the quality and diversity of cultural output, create employment opportunities, attract and retain talent locally.

## 1.5 Public Art Policy Guiding Principles

The City of Sault Ste. Marie's Public Art Policy seeks to ensure the following guiding principles for Public Art projects that are funded in whole or part by the City and/or are located on City-owned or managed property:

- That Public Art will reveal the unique character of, and foster a positive image for, the City
- That Public Art will be accessible to all;
- That the acquisition of Public Art will be transparent and professional, providing equitable opportunities for public participation and community partnerships;
- That considerations for Public Art are integrated into City planning and the development processes;
- That Public Art reflects the demographics and diversity of the City and are inclusive of historically under-represented groups;
- That quality art is acquired and demonstrates a commitment to excellence and craftsmanship, creativity and innovation;
- Respect the **moral and intellectual rights of the artist** and recognize the value of artists' work by providing appropriate compensation (i.e. CARFAC);
- Cultivate the local arts sector, including a wide variety of art forms, mediums, types, sizes and practices;
- That Public Art locations are considered and prioritized based on potential impact, both high profile and under-serviced areas;
- Consider durability, ongoing maintenance, public safety and any other relevant technical issues;
- Encourage investment in, and promote value of Public Art from/to a wide variety of sources.

## **1.6 Artist's Rights**

**Artist's Moral Rights** include the right to the integrity of the work as regards associations or modifications. They include the right to be associated with the work as its author by name, pseudonym or the right to remain anonymous. Moral Rights are non-transferable and endure even after copyright has been assigned. The rights may be waived by the artist agreeing to not exercise them in whole or in part.

Examples of violation of Moral Rights may include:

- An act or omission performed on the artwork that affects the honour or reputation of the artist;
- Changing the colour of the artwork or adorning it with additional elements;
- Taking steps to restore or preserve the artwork without consultation with Artist and relevant conservation professionals where applicable;
- Changing the location of the work does not generally constitute a violation, but in the case of some works of public art, the exact siting may be considered part of the work. Therefore any relocation plans should be in accordance with any project agreements and reviewed with the Artist and relevant professionals (conservators, architects, engineers, etc.) where applicable prior to relocating any Artwork.

**Intellectual Property Rights** are the rights given to persons over the creations of their minds. They usually give the creator an exclusive right over the use of his/her creation for a certain period of time.

## **1.7 Exclusions**

The City of Sault Ste. Marie's Public Art Policy does not pertain to the following:

- Public Art in City of Sault Ste. Marie facilities and on City of Sault Ste. Marie property that are leased, licensed or otherwise occupied by another party;
- Public Art in facilities/property that are excluded from this policy are the responsibility of the organization occupying the facility/property, unless otherwise agreed to by the City;
- Work on private land;
- Graffiti management;
- Special events;
- Artifacts;
- Archival collections in museums, libraries or galleries;
- Easily movable art works (i.e. paintings, drawings, models and books) that are not part of an acquisition to the Public Art Inventory; Plaques and directional elements, such as super graphics, signage or colour coding, except where these elements are integral parts of the original work of art;
- Commemorations that are not created by an artist and/or sited in public space;
- Engineering and architectural features that are extensions of the design of the architecture, landscape architecture or interior design of the development.

## **2. Statement of Policy**

### **2.1 Policy Objectives**

The objectives of the *Public Art Policy for the Corporation of the City of Sault Ste. Marie* are:

- 2.1.1 Establish roles and responsibilities for the administration of the Public Art Policy
- 2.1.2 Provide a sustainable funding model for the implementation and management of the Public Art Policy
- 2.1.3 Establish a standardized and transparent process for the selection of Public Art Sites and the commissioning, selection and acquisition of Public Art
- 2.1.4 Establish a standardized process for the management, maintenance and de-accessioning of Public Art

## **3. Policy Implementation**

### **3.1 Roles and responsibilities for the administration of the Public Art Policy**

3.1.1 The role of City Council will include:

- Act as an advocate for Public Art in the City;
- Approve the Public Art Policy;
- Approve any changes to the Public Art Policy, as needed;
- Authorize expenditures from the Community Development Fund - Arts and Culture (CDFAC); and The City of Sault Ste. Marie Cultural Endowment Trust Fund (CETF).

3.1.2 The Cultural Vitality Committee (CVC) responsibilities include:

- Ensuring the Public Art Policy is adhered to, relevant and updated;
- Working with Recreation and Culture Division and other City Staff to develop Public Art work plans (e.g. identifying potential Public Art projects, locations, themes and concepts);
- Review proposed project scope and terms of reference for each new Public Art project;
- Advise on the development and implementation of selection, acquisition, maintenance, loan, relocation and de-accession of artistic works to which this Policy applies and ensure that established procedures and guidelines are applied;

- Advise and recommend to City staff on proposed gifts, donations and bequests of Public Art to the City as defined in the policy and in accordance with established guidelines;
- Providing advice and expertise to City staff;
- Acting as an advocate through public communication and outreach to build public awareness and support for Public Art.

3.1.3 Recreation and Culture Division staff are responsible for the overseeing and implementation of the Public Art Policy. Responsibilities include:

- Developing all procedural aspects related to the Policy;
- Recommend a Public Art budget via the City's annual budget process and manage same;
- Advising Council, staff and residents on the Public Art Policy and related initiatives;
- Work with the Cultural Vitality Committee (CVC), other key City departments whose expertise is required as needed (e.g. Planning, Finance, Legal, Economic Development, Public Works and Engineering Services) and community stakeholders to identify Public Art priorities, locations and initiatives (e.g. Development of Public Art work plans);
- Identify and approve appointments to any Public Art working groups or sub-committees in coordination with the CVC;
- Establish and maintain a Public Art Inventory and coordinate the maintenance and conservation of the Artworks in the inventory;
- Coordinate the acquisition of artistic works in accordance with this Policy;
- Developing “Call to Artists” and coordinating the Public Art selection process. A Call to Artists is a request for proposals that outlines the scope of the Public Artwork that the City wishes to acquire. The Call to Artists will outline aspects such as, but not limited to, theme of the project, timelines, compensation and location;
- Liaising with selected artists, overseeing installation and development of agreements;
- Developing promotional and marketing initiatives to communicate Public Art activities.

3.1.4 Any participating member shall declare a conflict of interest and remove themselves in all cases where a project arises in which they are involved either directly or indirectly.

3.1.5 The implementation of the City of Sault Ste. Marie Public Art Policy will adhere to all applicable municipal, provincial and federal legislation (e.g. Planning Act, Copyright Act, etc.).

### **3.2 Public Art Funding**

Provide a sustainable funding model for the implementation and management of the Public Art Policy. There are currently two funding streams for Public Art; The Community Development Fund - Arts and Culture (CDFAC) and The City of Sault Ste. Marie Cultural Endowment Trust Fund (CETF)

- 3.2.1 Currently, CDFAC has allocated annual funding towards Public Art projects. This amount will be reviewed annually to ensure that funding is adequate to support the objectives of the Public Art Policy, Community Culture Plan (2019-2024) and the SSM Cultural Policy, any requests for increase will be presented to Council following established procedures.
- 3.2.2 The Cultural Policy ensures for the dedication of 1% of the total construction and/or renovation costs of public facilities, including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. (*See Sections 3 & 5 of the SSM Cultural Policy for details*).
- 3.2.3 Surpluses in any year will be allocated to the CDFAC and/or the CETF and may be allocated to Public Art Projects upon approval by City Council.
- 3.2.4 All funds collected must be used for the design, fabrication, installation, documentation and maintenance of Public Art and/or Community Art projects as detailed in the Public Art focus areas of this Policy. Public Art must be chosen through an objective jurying selection process. With appropriate annual funding allocations for the administration of the selection process, collection management, inventory, insurance, staffing, legal requirements, deaccession of artistic works, maintenance and overall policy implementation. This includes the contracting of relevant third party professionals (contractors, curators, engineers, etc.) to conduct necessary work supporting the implementation of the Public Art Policy.
- 3.2.5 This policy does not preclude additional funding of Public Art through other sources including; private donations, grants, bequests, or partnerships with organizations including nonprofit or charitable organizations, community groups, businesses, schools or churches. Funding may be designated for a specific project, or may be added to the CDFAC fund. Funding a project does not in any way impact or override the determination procedures for Public Art projects outlined in this document.

### **3.3 Public Art Site Selection and Acquisition**

Establish a standardized and transparent process for the selection of the Public Art sites and the commissioning, selection and acquisition of Public Art.

### 3.3.1 Public Art Site Selection:

Recreation and Culture Staff, in collaboration with the CVC Committee and other key City departments and staff, will coordinate the selection of appropriate locations for the installation of Public Art in and/or on City-owned buildings and spaces.

Public Art Sites may include, but are not limited to, parks, trails, roads, open spaces, courtyards, bridges, tunnels, boulevards, building exteriors, and public accessible interior areas of municipal buildings.

The strategic placement of Public Art in Sault Ste. Marie shall complement current and future development and infrastructure improvement plans and projects. The City will prioritize sites where capital project schedules are compatible with a Public Art commission.

Site selection will be balanced with opportunities for smaller-scale projects and locations are considered and prioritized based on potential impact in both high profile and under-serviced areas.

### 3.3.2 Public Art Site Selection Criteria:

Proposed sites for Public Art should:

- Be safe to the public;
- Be accessible to the public;
- Have optimum visibility;
- Be relevant to the community;
- Be respectful of the function of the existing facility or site;
- Promote public interaction with the works of art;
- Be appropriate to the physical characteristics of the site;
- Provide a relationship and connection to the social and cultural identity of the immediate local community;
- Be relevant and respectful of landscape design;
- Be relevant and respectful of urban design and the surrounding contextual architecture;
- Be subject to an environmental assessment where applicable;
- Aim to be resistant to vandalism;
- Complement and support current and future City development and improvement projects;
- Meet all required and relevant municipal, provincial and federal standards and legislation.

### 3.3.3 Commissioning of Public Art:

The commissioning of Public Art shall be solicited by any of the following methods:

- **Open Competition:** This type of competition is the preferred method, which sees a “Call to Artists” developed and issued. A “Call to Artists” can be geared towards local, provincial, national and/or international artists, groups or collectives;
- **Invited Competition (RFQ/RFP):** This type of competition occurs when a select group of artists and/or art collectives is invited to submit a proposal for consideration towards a specific Public Art initiative. The applicants must adhere to the guidelines and criteria established by the City of Sault Ste. Marie. This process would be implemented for complex, large-scale Public Art projects.
- **Direct Award or Purchase:** Where permitted by the City’s Purchasing By-law, this type of acquisition occurs when a single artist, group or collective is identified to complete a Public Art project or when an existing piece of Public Art is purchased.

The commissioning process for providing Public Art should:

- Attract Artists, groups or collectives from a variety of artistic disciplines;
- Be meaningful, fair and equitable;
- Encourage opportunities for learning, participation, and experimentation in arts and culture.

### 3.3.4 Public Art Selection Criteria:

Recreation and Culture Staff, CVC Committee, other relevant City Staff and community stakeholders shall consider the following criteria when **selecting an artist, group or collective** for a Public Art commission:

- The purpose, goals and objectives of the Public Art program overall;
- Compliance with guidelines outlined in the Public Art Policy and the specific aims in the project/program brief accompanying the “Call to Artists”.
- Artistic and aesthetic quality of previous work;
- Ability to achieve highest quality of contemporary artistic excellence and innovation;
- Professional qualifications and relevant working experience as related to Public Art, project management and working with a design team, project team and/or community group, as appropriate;
- Potential to comprehend, access and interpret relevant technical requirements, as appropriate;

Recreation and Culture Staff, CVC Committee, other relevant City Staff and community stakeholders shall consider the following criteria when **selecting an artwork or project** for a Public Art purchase, commission, donation, temporary loan or partnership\*:

- Community Relevance and Impact - Suitability for display in a public space;
- Reflects the City's heritage and/or history, culture and diversity, and/or natural elements and landscapes;
- Builds appreciation for Public Art;
- Overall Quality and Authenticity - Originality of design;
- Intrigues viewers and stimulates imagination;
- Artist, group or collectives reputation, demonstrated and related experience;
- Condition of the artwork (for donated or purchased existing works);
- Responds to or complements the location's uses and users;
- Economic value (short and long term costs);
- Tourism potential;
- City's ability to safely display, maintain and conserve the work;
- Budget, timeline and technical feasibility and probability of success.

\* Partnerships may include works that occupy City property, but are not owned by the City, cost sharing programs (e.g. sponsorship with private sector) and/or City In-kind services (e.g. staff support to assist with Public Art acquisition on private property or development initiative or other). In such cases, legal agreements between partners shall be created specific to each Public Art Project.

### 3.3.5 Public Art Gifts, Donations and Bequests:

Public Art may be acquired by the City of Sault Ste. Marie through a variety of means, including: purchase or commission, donation, gifts, bequests, temporary loan or partnership. Art acquired through gifts, donations and bequests will become a part of the City's Public Art Inventory; and are subject to the Public Art Policy selection and review processes and criteria; and must meet the following conditions:

- The Donor would complete the Public Art Donation Form;
- Each acquisition will be accompanied by a maintenance plan that is supplied by the Artist or donor;
- All donations must be unencumbered and the locations for donated artistic works will be subject to the Public Art Policy guidelines;
- The donor of the artistic work must have legal title to the artistic work;
- The donor will be responsible for meeting the Canada Revenue Agency criteria if the donor wishes to receive an Official Receipt for Income Tax Purposes for the donation. This process, which includes an appraisal of the artistic work at the donor's expense, to determine its fair market value, requires pre-approval of the City's Finance Department staff;

- The CVC will review the Public Art Donation offer and make a recommendation to accept or decline the donation based on the criteria in this Policy to the Finance Department;
- The Finance Department will review the Public Art Donation Submission to ensure that it meets the City Donation Policy (F-I-6) criteria which governs the solicitation, acceptance and administration of donations;
- Upon successful review by the Finance Department, the CVC will make a recommendation; which will be presented to City Council for final approval;
- The City Legal Department will draft and prepare any deed of gift or other legal agreements required as part of the donation.

The City may decline to consider or accept any gift, donation or bequest of art at its sole discretion.

### **3.4 Collection Management, Maintenance, De-accessioning and Loans**

Establish a standardized process for the management, maintenance, de-accessioning and loaning of Public Art.

#### **3.4.1 Collection Management:**

The City of Sault Ste. Marie will maintain accurate and up to date records relating to the selection, acquisition, loan, relocation, deaccession, maintenance and conservation of all Public Artworks. A Public Art Inventory will list all the Public Artworks owned by the City of Sault Ste. Marie. Recreation and Culture staff, with support from the CVC Committee and other City staff where relevant, will oversee the Public Art Inventory which will contain information on each Public Artwork including:

- Title of Artwork
- Artist(s) Name and Biography
- Agreements (e.g. Artist, Partner, Building Owner)
- Appraisal (fair market value)
- Insurance Certificate (where applicable)
- Location of Artwork
- Maintenance Plan
- Conservation Activities and Condition Reports
- Photograph of the Artwork
- Other applicable documents (e.g. loan agreements or other)

Where a building/space that includes integrated art is undergoing renovations or redevelopment, the relevant department shall alert the Recreation and Culture Manager to ensure appropriate measures are taken to ensure the safety, condition and context of the Artwork is preserved.

### **3.4.2 Collection Maintenance:**

The City of Sault Ste. Marie shall be responsible for the care and maintenance of Public Art, in accordance with approved agreements and maintenance plans and will budget accordingly. Recreation and Culture staff, or its agents, shall monitor the existing Public Art Inventory for maintenance and documentation requirements and will undertake an inspection of the artwork according to a pre-determined schedule.

The City may choose to retain a qualified professional to undertake the inspection, and subsequent conservation work, if deemed necessary.

The artist may be requested to submit with their proposal a maintenance and conservation plan. The plan shall include, but is not limited to:

- Maintenance dossiers
- Engineering or shop drawings
- Manufacturers' lists
- Original installation plan
- Key contacts including the artist
- Maintenance and/or conservation specifications; and
- Estimated budgets

Costs for maintenance and conservation of Artworks in the Public Art Inventory will be funded through the CDFAC and/or the CETF funds.

### **3.4.3 De-Accession, Transfer and Disposal:**

Deaccessioning is the process of permanently removing a piece of art from the City of Sault Ste. Marie's Public Art Inventory. It may involve the removal or disposal of an Artwork provided that these actions be not in conflict with the terms under which the City of Sault Ste. Marie acquired the work.

Recreation and Culture Staff, in collaboration with the CVC Committee and/or other third party professional subject experts, where applicable, will consider Artwork(s) for deaccessioning when appropriate or necessary. Recreation and Culture Staff, in collaboration with the CVC Committee, will be responsible for providing a report to City Council for approval outlining the reasons for deaccessioning and the proposed method of disposal.

Public Art may be deaccessioned under any of the following situations or as otherwise determined in the City's sole opinion:

- The art is deteriorating and restoration is not feasible
- The art is no longer relevant to the City's Public Art Inventory
- The art endangers public safety
- The art is too costly to insure or maintain

- The site is no longer accessible to the public and an alternative location cannot be found

Deaccessioned art may be moved (to a non-city owned site), donated, sold, or destroyed. Where possible, the artist or donor\* will be notified regarding City of Sault Ste. Marie's decisions regarding deaccessioning. In the event of sale, all funds received from the sale of artworks will be placed in the CDFAC and/or the CETF Funds for future acquisitions and conservation of works in the Public Art Inventory only.

\*Note: Donor will be notified as a courtesy where applicable. Artworks donated cannot be returned to the donor as per CRA tax regulations.

#### 3.4.4 Loans:

There are two types of Loans:

Incoming Loans: Where the City borrows an Artwork for the purpose of public exhibition, which contributes significantly to the statement of purpose of this policy, and is subject to the following:

- Loans are to be for a specified time period;
- All items on loan will be documented on Incoming Loan Forms that will state the duration of the loan, the conditions of the loan, ownership and signature of the lender and the borrower;
- All items on loan are to be insured by the City insurance policy. A Certificate of Insurance may be required by the loaner. Responsibility for damages rests with the borrower;
- A condition report will be completed by the lender prior to the object leaving the lender and/or the work is prepared for shipping, and both the borrower and the lender shall sign it. A copy will be kept by each;
- A condition report will be completed immediately by the borrower upon arrival or within a timeframe consistent with conservation standards for the work\*, and both the lender and the borrower will sign this report. Each will retain a copy of the report;
- Another condition report will be completed prior to the borrower returning the loaned work (prior to packing/shipping), and both the borrower and the lender shall sign it. A copy will be kept by each;
- A final condition report will be completed by the lender as soon as is possible of the work being received and returned\*, and it will be verified and signed by both the borrower and the lender. A copy will be kept by each;
- Where applicable, any associated costs as part of an Incoming Loan (e.g. loan fees, shipping, installation, insurance, etc.) will be paid from the CDFAC and/or the CETF Funds upon Council approval.

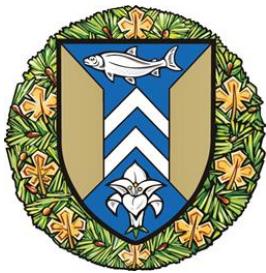
\*Note: Some works may require a 24hr or longer acclimatization period prior to unpacking and condition report being completed. This procedure will follow accepted professional collection management and conservation standards.

**Outgoing Loans:** Where the City loans an Artwork from the Public Art Inventory for the purposes of public exhibition and/or research to qualified institutions or individuals for a specified period of time, and are subject to the following:

- Qualified institutions/individuals will be defined as those who are able to meet the environmental, conservation, display, maintenance and security needs of the object, and understand and follow the recommended care and handling practices required for arts, culture and heritage collections;
- Loans may be made when requested for specific purposes (such as research and/or public exhibition);
- Both the borrower and the lender must sign an Outgoing Loan Form, stating the duration of the loan, reason for loan and conditions of the loan;
- A condition report will be completed before the object leaves the Public Art Inventory and/or is prepared for shipping, and both the borrower and the lender shall sign it. A copy will be kept by each;
- A condition report will be completed as soon as is possible\* of being received by the borrower, and both the borrower and the lender shall sign it. A copy will be kept by each;
- Another condition report will be completed prior to the borrower returning the loaned work (prior to packing/shipping), and both the borrower and the lender shall sign it. A copy will be kept by each;
- A final condition report will be completed as soon as is possible\* after the work is received from the borrower and is returned back into the Public Art Inventory, and it will be verified and signed by both the borrower and the lender. A copy will be kept by each;
- The borrowing institution/individual must provide adequate insurance, (at current documented fair market value of the Artwork), and provide a certificate of insurance for the object while it resides within their custody/premises. Responsibility for damages rests with the borrower.
- Where applicable, any associated costs as part of an Out-going Loan (e.g. loan fees, shipping, packing, insurance, etc.) will be paid for by the borrower.

\*Note: Some works may require a 24hr or longer acclimatization period prior to unpacking and condition report being completed. This procedure will follow accepted professional collection management and conservation standards.

Requests and Decisions to loan a work from the Public Art Inventory will be reviewed and approvals made by the CVC and City Recreation and Culture Staff, in collaboration with other relevant City Staff and/or subject experts where appropriate. City Recreation and Culture Staff will be responsible for the recording and tracking of Incoming and Outgoing loans as part of the Public Art Inventory Collection Management Policies and Procedures.



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

### COUNCIL REPORT

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Virginia McLeod, Manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: Cultural Policy Revisions 2022

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#### **Purpose**

The purpose of this report is to seek Council's approval of the Cultural Policy 2022.

#### **Background**

The Cultural Policy was first adopted by City Council in 1991 and has been amended a number of times since; most recently at the December 12, 2016 meeting City Council. In 2017, A Common Cause and New Direction for Sault Ste Marie report identified Cultural Vitality as one of four pillars. One of the key recommendations was to update the City's Cultural Policy and develop a Cultural Plan. In 2019, the Community Cultural Plan 2019-2024 was developed after extensive consultation.

On September 24, 2020 the Cultural Advisory Board met to review the draft terms of reference for the Cultural Vitality Committee and passed the following resolution:

Moved by: S. Meades

Seconded by: N. A. Harrison

"Resolved that the Cultural Advisory Board approve the changes to the committee name, and composition and update the Cultural Policy to reflect the changes be approved."

CARRIED

The new terms of reference for the Cultural Vitality Committee were approved at the October 26, 2020 meeting of City Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

"Resolved that the report of the Manager of Recreation and Culture dated 2020 10 26 concerning Cultural Vitality Committee Terms of Reference be received and that Council establish a new Cultural Vitality Committee to replace the Cultural Advisory Board and new Terms of Reference."

CARRIED

The Cultural Vitality Committee began working on updates to the Cultural Policy in 2021 and passed the following resolution at their meeting on October 20, 2021.

Moved by: A. Pinheiro

Seconded by: A. Moore

"Resolved that the Cultural Vitality Committee approve the Culture Policy as revised and further that staff be requested to bring the revised Cultural Policy and the recommended revisions to City Council for adoption."

CARRIED

### **Analysis**

Many of the revisions to the Cultural Policy document are rather minor in nature and do not change the underlying policy framework. The Cultural Policy is attached as Appendix A and a Summary of Revisions to the Cultural Policy is attached as Appendix B.

Significant changes include:

References to the Cultural Advisory Board were removed and Cultural Vitality Committee were added. Section 4 of the policy framework was revised based on the new terms of reference that were approved at City Council in October, 2020.

Upon review the Finance Department expressed concerns over the proposed wording for Item 3.3.1 which references the dedication of 1% of the total construction and/or renovation costs of public facilities including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. A report from the Chief Financial Officer/City Treasurer is included in the agenda package which outlines the financial implications.

### **Financial Implications**

A report from the Chief Financial Officer/City Treasurer is included in the agenda package which outlines the financial implications of section 3, Item 3.3.1 of the Cultural Policy.

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

The adoption of the Public Art Policy supports the Corporate Strategic Plan Focus Area: Quality of Life – Promote, grow and support arts and culture – Cultural Plan Implementation.

Cultural Policy Revisions 2022

March 21, 2022

Page 3.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated March 21, 2022 concerning the revisions to the Cultural Policy be approved.

The relevant By-law 2022-47 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Virginia McLeod  
Manager of Recreation and Culture  
705.759-5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



# **Cultural Policy**

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

**Sault Ste. Marie  
Cultural Vitality Committee  
March 2022**

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## **Cultural Policy For The Corporation of the City Of Sault Ste. Marie**

### **Preamble**

In the summer of 1986, as part of the major Waterfront Study commissioned by Council, a Committee comprised of staff representatives of the Community Services Department, the Planning Board and members of the public involved in cultural matters was formed to investigate and recommend what facility(s) might be appropriate to make provision for within the overall master plan. This action was consistent with a number of previous conceptual schemes for development or redevelopment of the downtown area (ranging back to the Faludi Study of 1961) which had proposed the inclusion of various community-use facilities. Later that year, at the suggestion of the (then) Ministry of Citizenship and Culture and with their financial participation - the scope of study was expanded to provide a more comprehensive cultural strategy and the Klein/McInnes group was engaged to do the work. Following tabling of the study in March 1988, Council established a study committee to review aspects of the document and make recommendations for its implementation. The Committee met regularly during 1989 and submitted their report to Council August 1989.

One of their proposals was that a Cultural Advisory Board be formed: "To advise, assist and make recommendations to Council on Cultural matters with specific reference to cultural grant applications and the development of a Municipal Cultural Policy." A Cultural Policy for the Corporation of the City of Sault Ste. Marie was first adopted by City Council in 1991.

The recommendations, which resulted from a cultural forum held September 19, 1995, were incorporated within the revised Cultural Policy for the Corporation of the City of Sault Ste. Marie, April 30, 1996. Recommendations arising from a review of policy implementation conducted in a municipal forum on February 12, 2002 have been incorporated within this second revision, Spring, 2002. Recommendations arising from a cultural forum held in the fall of 2007 were incorporated in a third revision dated January 25, 2010. The fourth revision came out of recommendations provided at a cultural forum held on March 30, 2011. This fifth revision has incorporated the recommendations provided at the June 25, 2015 Cultural Forum.

The following recommendations have been met since the passing of the Cultural Policy. The recommendation that City Council create the City of Sault Ste. Marie Cultural Endowment Trust Fund was approved by City Council in the 2008 budget. City Council provided \$10,000 as seed funds to establish the Cultural Endowment Trust Fund. The proposed *City of Sault Ste. Marie Cultural Endowment Trust Fund* is a fund to collect and distribute monies for purchase and necessary installation, or the commissioning of 'works of art' or other cultural activities for the enhancement of such capital projects as is outlined in the Cultural Policy for the Corporation of the City of Sault Ste. Marie. The Cultural Advisory Board was assigned the responsibility of maintaining and administering the trust fund.

In 2017, the City of Sault Ste. Marie released 'A Common Cause and New Direction for Sault Ste. Marie'. The 20-year plan focuses on four pillars: Economic Growth and Diversity, Social Equity, Cultural Vitality, Environmental Sustainability and provided a series of

recommendations including the development of a Cultural Plan. This plan was to foster investment and economic development in Arts, Culture & Heritage with the goals to strengthen partnerships to promote cultural vitality in the community and to strengthen connectivity amongst those in the creative sector, promoting future sector sustainability and growth. Arts, Culture and Heritage influence economic prosperity and tourism diversity leading to a thriving and healthy community.

As part of the resulting Future SSM Project, The SSM Community Culture Plan 2019-2024 (CCP) was developed, completed and approved by City Council in September of 2019 and implementation of the 6 Goals and 36 Actions, created as a result, was commenced thereafter. The City's Cultural Advisory Board (CAB) was consolidated with the Arts & Culture Action Team (ACAT) from the Future SSM Project forming the new Cultural Vitality Committee (CVC), which is assigned the responsibility of maintaining and administering the new Arts & Culture Assistance Program (ACAP) funding structure developed as a result of formerly mentioned Goals/Actions of the CCP. In 2020, the ACAP funding was increased from \$53,900 to \$104,500.

# 1. General Considerations

## 1.1 Statement of Purpose

The City recognizes the diversity of cultural groups in the community, the uniqueness of their mandates and the various expressions of such as contributing to residents' increased sense of belonging, quality of life and overall health and well-being.

The City promotes a culture of inclusion, recognizing the inherent rights of Indigenous peoples, the benefits of promoting innovation through multicultural, accessible and intergenerational engagement and participation in all aspects of civic life.

The Corporation aims to enhance the role of heritage buildings and community facilities as hubs for cultural program delivery and opportunity for engaging diverse demographics through an inclusive, fair and balanced approach to cultural service delivery. The City acknowledges the importance of the cultural industry's contribution to socioeconomic resilience through generating employment, creating a distinctive community identity, nurturing community and individual social wellness and an attractive place to live. This policy provides a framework to guide the planning, provision, and supports of arts, culture and heritage in Sault Ste. Marie.

## 1.2 Definition of Culture

Culture in Sault Ste. Marie is the individual and collective creativity and artistic expression in all its forms, as referenced in this municipal cultural policy, influenced and inspired by its diverse peoples, its industrial and social history, Indigenous heritage and natural beauty. Culture reflects the elements and traits of peoples of historical and contemporary societies, and the places, events, products and creations that contribute to such values, customs, and traditions.

Culture is a complex word; however, two interrelated definitions stand out:

- i) The social production and transmission of identities, means, knowledge, beliefs, values, aspiration, memories, purposes, attitudes and understanding;
- ii) The 'way of life' of a particular set of humans: customs, faiths and conventions; codes and manners, dress, cuisine, language, arts, science, technology, religion and rituals; norms and regulations of behaviors; traditions and institutions.

For the purposes of this document, 'Culture' refers to what is typically considered as, but not limited to the following:

- **Visual Arts:** painting, drawing, printmaking, applied arts, craft, sculpture, mixed media, fine arts, material arts, installation, etc.;

- **Performing Arts:** theatre, music, dance, opera, mime, spoken word, magic illusion, puppetry, etc.;
- **Media Arts:** photography, film, video, audio, digital, electronic games & virtual reality, sound, cyber arts, etc.;
- **Literary Arts:** writers - fiction and non-fiction, storytelling, poetry, prose, playwriting, etc.;
- **Multi and Inter-Arts:** supports a range of artistic activity that falls outside of existing artistic disciplines, including community-engaged arts, inter-arts explorations, unique collaborations across art forms and multi and inter-arts festivals, events and series, etc.;
- **Heritage Arts:** inherited traditions, objects, culture, left to us by our ancestors and seen in archaeology, natural environment, architecture, decorative arts, collections, artefacts, archives, and oral histories. Cultural heritage includes tangible, moveable, immovable, and intangible heritage, etc.;
- **Public Arts:** Public Art is defined as art in any medium that is situated in a public space. Public Art plays a role in beautifying the community, engaging residents and creating a sense of place, creating links to economic growth and strengthening tourism (Public Art Policy link).

## 2. Statement of Policy

### 2.1 Policy Objectives

The objectives of the *Cultural Policy for the Corporation of the City of Sault Ste. Marie* are:

- 2.1.1 To encourage, promote, support, maintain, and further develop cultural expression in Sault Ste. Marie, at all levels and for people of all ages, abilities and backgrounds.
- 2.1.2 To encourage the appreciation and enjoyment of arts, culture and heritage.
- 2.1.3 To facilitate participation in and activation of arts, culture and heritage.
- 2.1.4 To advocate for the importance of the cultural industry in the development of civic pride, a municipal sense of identity, to foster an inclusive sense of belonging within the community and its economic and social impact on the whole community.

- 2.1.5 To provide arms-length funding of arts, culture and heritage activities.
- 2.1.6 To encourage the preservation of historic buildings and their rehabilitation for cultural uses.
- 2.1.7 To provide opportunities for artists and the public to express their individual and collective ideas through Public Art as a means to build community pride and strengthen community identity.

## 3. Policy Implementation

### 3.1 To Encourage and Promote the Development of Cultural Expression in Sault Ste. Marie At All Levels

- 3.1.1 Maintain a Cultural Vitality Committee (CVC) for the Corporation of the City of Sault Ste. Marie as a Board of Council, whose primary purpose is to advise on all matters concerning the cultural life of the community and the implementation of the Cultural Policy for the Corporation of the City of Sault Ste. Marie.
- 3.1.2 Maintain a position in the Recreation and Culture Division, Community Services Department to work with the CVC and the cultural community.
- 3.1.3 Provide Municipal support of cultural activities to an extent consistent with Municipal support in other areas such as recreational activities/resources. Examples include *The Arts & Culture Assistance Program (ACAP)* and *The Provincial/National/International Cultural Competition Policy*.
- 3.1.4 To encourage access to arts, culture and heritage in public spaces and to develop an accessible inventory of that public art. By showcasing works in public areas of the Civic Centre and other civic buildings as appropriate, and to provide advice to City Council with respect to the appropriateness of form and placement of proposed local works of art on City property or within municipal buildings and provide information about the public art inventory to the community.
- 3.1.5 Provide administrative support to the CVC.
- 3.1.6 Encourage the integration of arts, culture and heritage into community events.
- 3.1.7 Identify safe places where historical works and collections can be preserved, classified, and digitized for the interpretation and presentation of collective memories, stories and distinct identity.

- 3.18 To advocate and ensure that Culture is included in municipal strategies and plans: i.e. economic, social, and downtown development strategies.

### **3.2 To Encourage the Appreciation and Enjoyment of Culture**

- 3.2.1 Recognize, promote and advocate for the unique status of all community cultural groups and their mandates to expand cultural interests generally and speak for their members in particular.
- 3.2.2 Provide information, guidance and advice to support groups in the arts, culture and heritage sectors.
- 3.2.3 Create a forum at least every four years that will encourage and support the exchange of information related to the activities of local individuals/groups covered by the policy, to provide feedback on the status of implementation and effectiveness of the Cultural Policy for the Corporation of the City of Sault Ste. Marie (see item 1.4) and the Community Culture Plan for Sault Ste. Marie.
- 3.2.4. Ensure that whenever possible, municipal gifts to dignitaries are locally produced cultural items through a call for submissions from artists and juried process as outlined by each new council.
- 3.2.5 Encourage the development of formal and informal presentations of artists and their work, through financial support, recognition, public calls for exhibition, submission and commission, etc.

### **3.3 To Provide Appropriate Conditions in Which Arts, Culture & Heritage Can Thrive and Prosper**

- 3.3.1 The Cultural Policy ensures for the dedication of 1% of the total construction and/or renovation costs of public facilities, including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. Otherwise, allocated funds shall either be directed towards similar use in alternative facilities based on recommendation of city staff and the CVC, go to the *Community Development Fund - Arts & Culture (CDFAC)*, or to the *City of Sault Ste. Marie Cultural Endowment Trust Fund* (See Section 5).
- 3.3.2 Assist in the preparation of a comprehensive database of arts, culture and heritage resources within the community (e.g. physical plant, human and financial resources) for inclusion in the City's Arts & Culture Website to include, where appropriate, cross-referencing to e-mail and website addresses.

- 3.3.3 Require that the circulation of development proposals where rezoning or development requests may impact arts, culture and heritage facilities be circulated to the CVC and/or the Municipal Heritage Committee (MHC) where appropriate and that the CVC and/or MHC be given an opportunity to comment on all such applications to City Council.
  - 3.3.4 Work with internal and external Economic Development Corporation, Tourism Sault Ste. Marie, Downtown Association, Chamber of Commerce, and the Arts Council of Sault Ste. Marie and District and other relevant organizations, to promote Sault Ste. Marie and Algoma District as a good place to live and visit, through the support and development of our arts, culture and heritage activities and attractions.
  - 3.3.5 To develop and maintain a Community Culture Plan that encourages and facilitates integrating arts, culture and heritage as defined in this Policy, into other departments' planning and development strategies such as the Cultural Tourism Strategy.
- 3.4 To Acknowledge the Importance of the Arts, Culture & Heritage Sector in the Development of Civic Pride and a Municipal Sense of Identity as well as its Social and Economic Impacts on The City**
- 3.4.1 Present annual award(s) under the CVC *Community Recognition Award Program*, to individuals, groups or organizations who contribute significantly to the arts, culture and heritage of the community.
  - 3.4.2 Recognize the social and economic impact of culture on the City of Sault Ste. Marie and Algoma District and encourage local businesses, corporations and organizations to support arts, culture and heritage in any way possible (e.g. gifts in kind, support for advertising as well as financial support and contributions).

**3.5 To Provide Arms-Length Funding Of Culture**

- 3.5.1 Maintain and expand existing annual budgets to facilities and organizations in the arts, culture and heritage sector and determine, from time to time, additional activities which, by virtue of their long-term support through the *Arts & Culture Assistance Program (ACAP)*, should receive support via annual budgets in order to allow the CVC to consider new programs and services for recommendation to, and consideration by City Council.
- 3.5.2 The CVC to screen all applications for grants for cultural endeavors, under the *Arts & Culture Assistance Program (ACAP)* and *The Provincial/National/International Cultural Competition Policy* and to recommend to City Council the awarding of such grants within the annual budget allocation.

- 3.5.3 Maintain and expand the *Arts & Culture Assistance Program (ACAP)* funding.
- 3.5.4 Develop and promote uniform criteria to ensure that new and existing arts, culture and heritage groups or individuals have equal opportunity to apply for financial assistance.
- 3.5.5 Through the *City of Sault Ste. Marie Cultural Endowment Trust Fund (CETF) and the Community Development Fund - Arts & Culture (CDFAC)*, safeguard and direct to purposes consistent with the *Cultural Policy for the Corporation of the City of Sault Ste. Marie*, such funds as may be derived from implementation of criteria established in item 3.3.1 and from other sources which may, from time-to-time, become available (e.g. gifts, bequests, special grants). [CETF and CDFAC link](#)
- 3.5.6 Maintain information about and means for applying for funds described in 3.3.2 on the Arts & Culture website of the City of Sault Ste. Marie.

### **3.6 To Encourage the Development of Historic Buildings as Alternate Cultural Facilities**

- 3.6.1 Request Sault Ste. Marie Municipal Heritage Committee (MHC) to review alternative uses for buildings worthy of designation or already designated but which may come available in the future.
- 3.6.2 Encourage and entertain proposals from the community for use of historical buildings or other appropriate sites.
- 3.6.3 When appropriate, lease municipal historic buildings to interested entrepreneurs and arts, culture and heritage organizations with the stipulation that they be maintained to a specified standard.
- 3.6.4 Encourage the conservation and preservation of historic sites and buildings.

## **4. Cultural Vitality Committee**

### **4.1 Purpose**

The CVC is a committee of City Council that works within the Cultural Policy for the City of Sault Ste. Marie to ensure equitable access to all individuals, groups and organizations to enjoy opportunities for the preservation, development and appreciation of cultural expression with the committed support of the City of Sault Ste. Marie.

The Committee's role is to support the implementation of the City of Sault Ste. Marie Cultural Policy and the Community Culture Plan and provide advice to City Council on issues, policies and strategies related to arts, culture and heritage enterprises and activities in the city. The CVC oversees cultural support programs, participates in city planning and development processes as defined in Section 3.3.3, undertakes special initiatives approved by Council and perform the duties as described in the CVC Terms of Reference.

#### **4.2 Composition of the Committee**

The members of the Cultural Vitality Committee (CVC) are appointed every two (2) years and they include:

- Mayor - Ex-officio
- One (1) City Councilor
- One (1) member of Mayors Youth Advisory Council
- Minimum of six (6) members of the community based on their knowledge, interest and involvement in culture as defined in the Cultural Policy of the City of Sault Ste. Marie.

#### **4.3 Officers**

At the first meeting of each year the CVC shall elect a Chair and Vice-Chair from its membership.

#### **4.4 Cultural Policy**

Implement and review the Cultural Policy for the Corporation of the City of Sault Ste. Marie within the first year of each new Council. A public forum shall be held with an open invitation to all arts, culture and heritage organizations and interested individuals to provide input into an updated cultural policy. The CVC will review all input and revise the policy by majority consensus. The revised policy will be sent to City Council for their approval.

#### **4.5 Community Culture Plan**

Advocate for the development, implementation and review of the Community Culture Plan led by the Recreation and Culture Department in collaboration with other City Departments (where appropriate), individuals, organizations and government agencies and the community ensuring an equitable, inclusive and consultative approach to the process is undertaken. The Community Culture Plan will be reviewed in similar fashion to Section 4.4 (Cultural Policy) every five years.

#### **4.6 Excellence**

- 4.6.1 Advise on matters concerning arts, culture and heritage in the City, including development and delivery of detailed multi-year plans.

- 4.6.2 Encourage, recognize and reward initiative and excellence at all levels of local arts, culture and heritage activities.
- 4.6.3 Work with community stakeholders to identify barriers to participation, implementing solutions to provide accessible, safe sites and facilities appropriate to the creation, production and presentation of arts, culture and heritage.
- 4.6.4 Encourage the promotion of arts, culture and heritage services and programs in the community.

#### **4.7 Grant, Fund and Award Applications**

- 4.7.1 Review and update appropriate application process for all arts and culture grant and award applications.
- 4.7.2 Promote uniform and equitable criteria to ensure that all new and existing arts and culture groups and individuals have equal opportunity to apply for financial assistance.
- 4.7.3 Screen and coordinate all arts and culture grant and award applications with the support of staff from the Recreation and Culture Division, Community Services Department.
- 4.7.4 Make recommendations to City Council regarding arts and culture grant and award processes it has overseen.

#### **4.8 Community Consultation**

- 4.8.1 Establish a forum at least every four (4) years to provide feedback on the status of implementation and effectiveness of the *Cultural Policy for the Corporation of the City of Sault Ste. Marie*.
- 4.8.2 Periodically create a forum, which will encourage and support the exchange of information related to the activities of local individuals/groups covered by the policy. e.g., a 'State of the Arts' to engage City councilors, municipal staff, the arts, culture and heritage sector and the broader community of Sault Ste. Marie.

#### **4.9 Community Links**

- 4.9.1 Work in cooperation and in consultation with the City and arts, culture and heritage organizations, individuals and stakeholders.
- 4.9.2 Develop links with a broad base and inclusive spectrum of sectors, including business, education, social services, etc.

## **5. City Of Sault Ste. Marie Cultural Endowment Trust & Community Development Fund Arts & Culture**

### **5.1 Purpose**

*The City of Sault Ste. Marie Cultural Endowment Trust Fund (CETF) and the Community Development Fund - Arts & Culture (CDFAC) are to be used towards the commissioning and installation of works of art or other cultural activities for the enhancement of such capital projects as outlined in Section 3.3.1 of the Cultural Policy of the City of Sault Ste. Marie.*

### **5.2 Decisions**

All decisions with regard to the CETF and CDFAC Funds will be made by the current members of the CVC.

### **5.3 Developers**

City Planning and Recreation & Culture Department staff in consultation with the CVC will ensure that developers are made aware of the Cultural Policy and CETF and CDFAC funds as part of the development application process.

### **5.4 Municipal Staff**

Recreation & Culture staff will ensure that appropriate municipal staff are aware of the requirements of the Cultural Policy for the Corporation of the City of Sault Ste. Marie.

### **5.5 Awareness**

5.5.1. The City of Sault Ste. Marie shall encourage non-municipal new builds, within city limits, to support arts, culture and heritage by making and promoting donations to the CETF and CDFAC Funds. Such promotion may include notice through the Building Permits office of the City of the advantages of the Funds and the opportunity to contribute as part of the development's commitment to civic beautification, pride and recognition of arts, culture and heritage of the city.

5.5.2 Encourage donations to the CETF and CDFAC Funds from other potential sources, (e.g. bequests) by including the Funds as a separate listing on the City's Arts and Culture website and elsewhere where appropriate.

### **5.6 Reporting**

An annual report on the CETF and CDFAC Funds will be provided to the CVC by Recreation & Culture Department staff.

## **Summary of Revisions - Cultural Policy**

### Global Document Changes

Cultural Advisory Board (CAB) replaced with Cultural Vitality Committee where appropriate

Cultural Financial Assistance (CFA) replaced with Arts & Culture Assistance Program (ACAP) respectively

References to Arts and Culture replaced with Arts, Culture, and Heritage where appropriate.

### Preamble

#### Proposed -Addition of -

In 2017, the City of Sault Ste. Marie released 'A Common Cause and New Direction for Sault Ste. Marie'. The 20-year plan focuses on four pillars: Economic Growth and Diversity, Social Equity, Cultural Vitality, Environmental Sustainability and provided a series of recommendations including the development of a Cultural Plan. This plan was to foster investment and economic development in Arts, Culture & Heritage with the goals to strengthen partnerships to promote cultural vitality in the community and to strengthen connectivity amongst those in the creative sector, promoting future sector sustainability and growth. Arts, Culture and Heritage influence economic prosperity and tourism diversity leading to a thriving and healthy community.

As part of the resulting Future SSM Project, The SSM Community Culture Plan 2019-2024 (CCP) was developed, completed and approved by City Council in September of 2019 and implementation of the 6 Goals and 36 Actions, created as a result, was commenced thereafter. The City's Cultural Advisory Board (CAB) was consolidated with the Arts & Culture Action Team (ACAT) from the Future SSM Project forming the new Cultural Vitality Committee (CVC), which is assigned the responsibility of maintaining and administering the new Arts & Culture Assistance Program (ACAP) funding structure developed as a result of formerly mentioned Goals/Actions of the CCP. In 2020, the ACAP funding was increased from \$53,900 to \$104,500.

## General Considerations - Section 1

### **Item 1.1 Statement of Purpose**

#### Current

The Corporation aims to enhance the role of heritage buildings and community facilities as Hubs for cultural program delivery and opportunity for engaging diverse demographics through an inclusive, fair and balanced approach to cultural service delivery. The City acknowledges the importance of the cultural industry's contribution to socioeconomic resilience through generating employment, creating a distinctive community identity and an attractive place to live.

*Proposed - Addition of*

creating a distinctive community identity, nurturing community and individual social wellness and an attractive place to live. This policy provides a framework to guide the planning, provision, and supports of arts, culture and heritage in Sault Ste. Marie.

**Item 1.2 Definition of Culture**

*Current*

Culture is a complex word; however, two interrelated definitions stand out:

- i) The social production and transmission of identities, means, knowledge, beliefs, values, aspiration, memories, purposes, attitudes and understanding;
- ii) The ‘way of life’ of a particular set of humans: customs, faiths and conventions; codes and manners, dress, cuisine, language, arts, science, technology, religion and rituals; norms and regulations of behaviors; traditions and institutions.<sup>1</sup>

For purposes of this document, culture refers to what is typically considered to be ‘*the arts*’. Examples include:

**Performing Arts** -Theatre, dance, opera, music, puppetry.

**Visual Arts** -Fine art and craft including painting, sculpture, printmaking, pottery, fibre and fabric art, wood working

**Literary Arts** -Prose, poetry, storytelling, novels.

**Heritage Arts** -heritage conservation, identification, protection and interpretation of:

- i) intangible heritage ( dance, music, song, story, etc.)
- ii) immovable heritage (buildings, cultural heritage landscapes, natural heritage, archaeological and traditional use sites)
- iii) movable property (personal property art, artifacts, documents, natural objects and specimens)

**Media Arts** - Photography, film, video, print, audio and/or graphics.

*Proposed*

Culture in Sault Ste. Marie is the individual and collective creativity and artistic expression in all its forms, as referenced in this municipal cultural policy, influenced and inspired by its diverse peoples, its industrial and social history, Indigenous heritage and natural beauty. Culture reflects the elements and traits of peoples of historical and contemporary societies, and the places, events, products and creations that contribute to such values, customs, and traditions.

Culture is a complex word; however, two interrelated definitions stand out:

- i) The social production and transmission of identities, means, knowledge, beliefs, values, aspiration, memories, purposes, attitudes and understanding;
- ii) The ‘way of life’ of a particular set of humans: customs, faiths and conventions; codes and manners, dress, cuisine, language, arts, science, technology, religion and rituals; norms and regulations of behaviors; traditions and institutions.

For the purposes of this document, ‘Culture’ refers to what is typically considered as, but not limited to the following:

- **Visual Arts:** painting, drawing, printmaking, applied arts, craft, sculpture, mixed media, fine arts, material arts, installation, etc.;
- **Performing Arts:** theatre, music, dance, opera, mime, spoken word, magic illusion, puppetry, etc.;
- **Media Arts:** photography, film, video, audio, digital, electronic games & virtual reality, sound, cyber arts, etc.;
- **Literary Arts:** writers - fiction and non-fiction, storytelling, poetry, prose, playwriting, etc.;
- **Multi and Inter-Arts:** supports a range of artistic activity that falls outside of existing artistic disciplines, including community-engaged arts, inter-arts explorations, unique collaborations across art forms and multi and inter-arts festivals, events and series, etc.;
- **Heritage Arts:** inherited traditions, objects, culture, left to us by our ancestors and seen in archaeology, natural environment, architecture, decorative arts, collections, artefacts, archives, and oral histories. Cultural heritage includes tangible, moveable, immovable, and intangible heritage, etc.;
- **Public Arts:** Public Art is defined as art in any medium that is situated in a public space. Public Art plays a role in beautifying the community, engaging residents and creating a sense of place, creating links to economic growth and strengthening tourism (Public Art Policy link).

## Statement of Policy - Section 2

### Item 2.1 Policy Objectives

#### Current

2.1.1 To encourage, promote, maintain and further develop cultural expression in Sault Ste. Marie, at both the amateur and professional level and through all ages;

#### Proposed - Addition of:

2.1.1 ...abilities and backgrounds.

*Current*

2.1.3 To provide and maintain appropriate conditions in which culture can thrive and prosper;

*Proposed*

2.1.3 To facilitate participation in and activation of arts, culture and heritage.

*Current*

2.1.4 To acknowledge the importance of the cultural industry in the development of civic pride and a municipal sense of identity and its economic impact on the whole community.

*Proposed*

2.1.4 To advocate for the importance of the cultural industry in the development of civic pride, a municipal sense of identity, to foster an inclusive sense of belonging within the community and its economic and social impact on the whole community.

*Proposed - Addition of -*

2.1.7 To provide opportunities for artists and the public to express their individual and collective ideas through Public Art as a means to build community pride and strengthen community identity.

## Policy Implementation – Section 3

### **Item 3.1 To Encourage and Promote the Development of Cultural Expression in Sault Ste. Marie At All Levels**

*Current*

3.1.4 To encourage access to the arts in public spaces by showcasing local works in the lobby and public corridors of the Civic Centre and other civic buildings as appropriate, and to provide advice to City Council with respect to the appropriateness of form and placement of proposed local works of art on City property or within municipal buildings.

*Proposed*

3.1.4 To encourage access to arts, culture, and heritage in public spaces and to develop an accessible inventory of that public art. By showcasing works in public areas of the Civic Centre and other civic buildings as appropriate, and to provide advice to City Council with respect to the appropriateness of form and placement of proposed local works of art on City property or within municipal buildings and provide information about the public art inventory to the community.

*Current*

3.1.7 Encourage the community to preserve art and artifacts that represent the community's culture and history and to donate/loan them to the appropriate cultural institutions.

*Proposed*

3.1.7 Identify safe places where historical works and collections can be preserved, classified, and digitized for the interpretation and presentation of collective memories, stories, and distinct identity.

*Proposed - Addition of*

3.18 To advocate and ensure that Culture is included in municipal strategies and plans: i.e. economic, social, and downtown development strategies.

**Item 3.2 To Encourage The Appreciation and Enjoyment of Culture***Current*

3.2.1 Recognize, promote and advocate for the unique status of community cultural groups, as defined in the *Cultural Policy for the Corporation of the City of Sault Ste. Marie*, and their mandate to expand cultural interests generally and speak for their members in particular;

*Proposed*

3.2.1 Recognize, promote and advocate for the unique status of all community cultural groups and their mandates to expand cultural interests generally and speak for their members in particular.

*Current*

3.2.2 Support the community with the design and implementation of their programs in all cultural areas designated in the policy, through the provision of information, guidance and advice.

*Proposed*

3.2.2 Provide information, guidance, and advice to support groups in the arts, culture, and heritage sectors.

*Current*

3.2.3 Assist in establishing a forum within the first year of each new council's term to provide feedback on the status of implementation and effectiveness of the *Cultural Policy for the Corporation of the City of Sault Ste. Marie* (see item 4.4).

*Proposed*

3.2.3. Create a forum at least every four years that will encourage and support the exchange of information related to the activities of local individuals/groups covered by the policy, to provide feedback on the status of implementation and effectiveness of the *Cultural Policy for the Corporation of the City of Sault Ste. Marie* (see item 1.4) and the *Community Culture Plan* for Sault Ste. Marie.

*Current – 3.2.4 was removed covered in item 3.2.3*

3.2.4. Create a forum at least every four years which will encourage and support the exchange of information related to the activities of local individuals/groups covered by the policy.

*Current*

3.2.6 Encourage the development of formal and informal presentations of artists and their work.

*Proposed -(renumbered)*

3.2.5 Encourage the development of formal and informal presentations of artists and their work, through financial support, recognition, public calls for exhibition, submission, and commission, etc.

### **Item 3.3 To Provide Appropriate Conditions in Which Culture Can Thrive and Prosper**

*Current*

3.3.1 The dedication of up to 1% of the total construction and/or renovation costs of public facilities, including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. Otherwise, allocated funds shall either be directed towards similar use in alternative facilities or to the *City of Sault Ste. Marie Cultural Endowment Trust Fund*.

*Proposed*

3.3.1 The Cultural Policy ensures for the dedication of 1% of the total construction and/or renovation costs of public facilities, including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. Otherwise, allocated funds shall either be directed towards similar use in alternative facilities based on recommendation of city staff and the CVC, go to *the Community Development Fund - Arts & Culture (CDFAC)*, or to the *City of Sault Ste. Marie Cultural Endowment Trust Fund (See Section 5)*.

*Current*

3.3.3 Require that the circulation of development proposals where rezoning or development requests may impact cultural facilities be circulated to the Cultural Advisory Board and that the Cultural Advisory Board be given an opportunity to comment on all such applications to City Council.

*Proposed*

3.3.3 Require that the circulation of development proposals where rezoning or development requests may impact arts, culture and heritage facilities be circulated to the CVC and/or the Municipal Heritage Committee (MHC) where appropriate and that the CVC and/or MHC be given an opportunity to comment on all such applications to City Council.

*Current*

3.3.4 Work with agencies such as the Economic Development Corporation, Tourism Sault Ste. Marie, Downtown Association, Chamber of Commerce, and the Arts Council of Sault Ste. Marie and District, to

promote Sault Ste. Marie as a good place to live and visit, in part, because of our cultural activities and attractions.

**Proposed**

3.3.4 Work with internal and external agencies Economic Development Corporation, Tourism Sault Ste. Marie, Downtown Association, Chamber of Commerce, and the Arts Council of Sault Ste. Marie and District and other relevant organizations, to promote Sault Ste. Marie and Algoma District as a good place to live and visit, through the support and development of our arts, culture and heritage activities and attractions.

**Item 3.4 To Acknowledge the Importance of the Arts, Culture & Heritage Sector in the Development of Civic Pride and a Municipal Sense of Identity as well as its Social and Economic Impacts on The City**

**Current**

3.4.2 Recognize the economic impact of culture on the City of Sault Ste. Marie and encourage local businesses and corporations to support culture in any way possible (e.g. gifts in kind, support for advertising as well as financial support and contributions).

**Proposed**

3.4.2 Recognize the social and economic impact of culture on the City of Sault Ste. Marie and Algoma District and encourage local businesses, corporations and organizations to support arts, culture and heritage in any way possible (e.g. gifts in kind, support for advertising as well as financial support and contributions).

**Item 3.5 To Provide Arms-Length Funding of Culture**

**Current**

3.5.3 Maintain and expand the separate cultural budget which funds the *Cultural Financial Assistance Policy*, independent of those organizations with secured funding;

**Proposed**

3.5.3 Maintain and expand the *Arts & Culture Assistance Program (ACAP)* funding.

**Current**

3.5.5 Through the *City of Sault Ste. Marie Cultural Endowment Trust Fund*, safeguard and direct to purposes consistent with the *Cultural Policy for the Corporation of the City of Sault Ste. Marie*, such funds as may be derived from implementation of criteria established in item 3.3i) and from other sources which may, from time-to-time, become available (eg. gifts, bequests, special grants). The link to the Fund shall be maintained on the City's website.

**Proposed**

3.5.5 Through the *City of Sault Ste. Marie Cultural Endowment Trust Fund (CETF) and the Community Development Fund - Arts & Culture (CDFAC)*, safeguard and direct to purposes consistent with the *Cultural Policy for the Corporation of the City of Sault Ste. Marie*, such funds as may be derived from

implementation of criteria established in item 3.3.1 and from other sources which may, from time-to-time, become available (e.g. gifts, bequests, special grants).

## Cultural Vitality Committee – Section 4

Sections 4.1, 4.2 and 4.3 were updated to be consistent with the Cultural Vitality Committee terms of reference

### **Item 4.5 Cultural Grants**

#### Current

Implement the Cultural Financial Assistance Program on behalf of City Council and make recommendations on those organizations that should be supported through the program funds as designated in the City's budget.

#### Proposed

Deletion of current 4.5 Cultural Grants item as redundant and replacement with Community Culture Plan as section 4.5 with renumbering of remaining Section 4 items -

### **4.5 Community Culture Plan:**

#### Proposed

Advocate for the development, implementation and review of the Community Culture Plan led by the Recreation and Culture Department in collaboration with other City Departments (where appropriate), individuals, organizations and government agencies and the community ensuring an equitable, inclusive and consultative approach to the process is undertaken. The Community Culture Plan will be reviewed in similar fashion to Section 4.4 (Cultural Policy) every five years.

### **Item 4.6 Excellence**

#### Current – Previously item 4.7

4.7.1 Advise on matters concerning the cultural and artistic life of the City, including detailed multi-year plans;

#### Proposed

4.6.1 Advise on matters concerning arts, culture, and heritage in the City, including development and delivery of detailed multi-year plans.

#### Current

4.7.3 Encourage the provision of barrier free sites and facilities appropriate to the creation, production and presentation of culture;

#### Proposed

4.6.3 Work with community stakeholders to identify barriers to participation, implementing solutions to provide accessible, safe sites and facilities appropriate to the creation, production, and presentation of arts, culture, and heritage.

### **Item 4.7 Grant, Fund and Award Applications**

*Current – Previously item 4.8 GRANT AND AWARD APPLICATIONS REGARDING CULTURAL FINANCIAL ASSISTANCE POLICY, THE PROVINCIAL/NATIONAL/INTERNATIONAL CULTURAL COMPETITION POLICY, THE CITY OF SAULT STE. MARIE CULTURAL ENDOWMENT TRUST FUND, AND THE COMMUNITY RECOGNITION AWARD – Renumbered 4.7*

*Current*

4.8.2 Promote uniform criteria to ensure that new and existing cultural groups and individuals have equal opportunity to apply for financial assistance;

*Proposed*

4.7.2 Promote uniform and equitable criteria to ensure that all new and existing arts and culture groups and individuals have equal opportunity to apply for financial assistance.

*Current*

4.8.3 Screen and coordinate all municipal cultural grant and award applications with the support of staff from the Recreation and Culture Division, Community Services Department.

*Proposed*

4.7.3 Screen and coordinate all arts and culture grant and award applications with the support of staff from the Recreation and Culture Division, Community Services Department.

### **Item 4.8 Community Consultation**

*Current – Previously item 4.9 – renumbered 4.8*

*Proposed – no changes*

### **Item 4.9 Community Links**

*Current – Previously item 4.10 – renumbered 4.9*

4.10.1 Work in cooperation and in consultation with the City and the arts and culture organizations.

*Proposed*

4.9.1 Work in cooperation and in consultation with the City and arts, culture and heritage organizations, individuals and stakeholders.

**Proposed**

**City of Sault Ste. Marie Cultural Endowment Trust Fund & Community Development Fund - Arts & Culture - Section 5**

*Current*

City of Sault Ste. Marie Cultural Endowment Trust Fund – Section 5

## **Item 5.1 Purpose**

### Current

The *City of Sault Ste. Marie Cultural Endowment Trust Fund* is to be used towards the commissioning and installation of works of art or other cultural activities *for the enhancement of such capital projects as outlined in Section 3.3.1 of the Cultural Policy of the City of Sault Ste. Marie.*

### Proposed

The *City of Sault Ste. Marie Cultural Endowment Trust Fund (CETF) and the Community Development Fund - Arts & Culture (CDFAC)* are to be used towards the commissioning and installation of works of art or other cultural activities *for the enhancement of such capital projects as outlined in Section 3.3.1 of the Cultural Policy of the City of Sault Ste. Marie.*

## **Item 5.2 Decisions**

### Current

All decisions with regard to the Sault Ste. Marie Cultural Endowment Trust Fund will be made by the current members of the Cultural Advisory Board.

### Proposed

All decisions with regard to the Cultural Endowment Trust Fund and CDFAC Community Development Fund - Arts & Culture Funds will be made by the current members of the Cultural Vitality Committee.

## **Item 5.3 Developers**

### Current

Ensure that developers are advised of the requirements of the Cultural Policy for the City of Sault Ste. Marie as part of the development application process.

### Proposed

City Planning and Recreation & Culture Department staff in consultation with the CVC will ensure that developers are made aware of the Cultural Policy and CETF and CDFAC funds as part of the development application process.

## **Item 5.4 Municipal Staff**

### Current

Ensure that appropriate municipal staff are aware of the requirements of the Cultural Policy for the Corporation of the City of Sault Ste. Marie.

### Proposed

Recreation & Culture Department staff will ensure that appropriate municipal staff are aware of the requirements of the Cultural Policy for the Corporation of the City of Sault Ste. Marie.

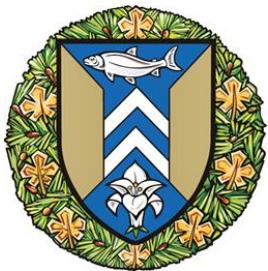
## **Item 5.5 Awareness**

### *Current*

5.5.1. The City of Sault Ste. Marie shall encourage non-municipal new builds to support culture and the arts by promoting donations to the Endowment Fund. Such promotion may include notice through the Building Permits office of the City of the advantages of the Fund and the opportunity to contribute as part of the development's commitment to civic beautification and pride.

### *Proposed*

5.5.1. The City of Sault Ste. Marie shall encourage non-municipal new builds, within city limits, to support arts, culture and heritage by making and promoting donations to the CETF and CDFAC Funds. Such promotion may include notice through the Building Permits office of the City of the advantages of the Funds and the opportunity to contribute as part of the development's commitment to civic beautification, pride and recognition of arts, culture and heritage of the city.



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

### C O U N C I L   R E P O R T

March 21, 2022

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Cultural Policy/Public Art Policy Revisions-Financial Implications

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#### Purpose

The purpose of this report is to provide Council additional financial information regarding the proposed changes the Cultural Policy and the Public Art Policy.

#### Background

Elsewhere on the agenda Community Development and Enterprise Services has provided a report regarding the Cultural Vitality Committee (Committee) recommended changes to the Cultural Policy. One of the recommendations is to change section 3.3.1 to:

“The Cultural Policy ensures for the dedication of 1% of the total construction and/or renovation costs of public facilities, including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. Otherwise, allocated funds shall either be directed towards similar use in alternative facilities based on recommendation of city staff and the CVC, go to *the Community Development Fund - Arts & Culture (CDFAC)*, or to the *City of Sault Ste. Marie Cultural Endowment Trust Fund (See Section 5)*.”

The change has removed “up to” and replaced it with “ensures” (as underlined above) regarding the dedication of 1% of total construction and/or renovation costs of public facilities. The change in wording suggests that the approval of the recommended change would also approve additional funding that would have to be implemented in conjunction with the policy. As well there are recommendations on where the funds would be directed, including the Cultural Endowment Trust Fund.

## Cultural Policy/Public Art Policy Revisions-Financial Implications

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The Public Art Policy also includes the same recommendations in section 3.2 regarding the dedication of 1% of total construction and/or renovations costs of public facilities

### **Analysis**

#### **Current City Financial Support**

Increases in the funding for cultural grants and public art over the last several years to assist in meeting the objectives of the plan are reflected in the annual budgets amounts:

- 2019 \$53,900
- 2020 \$104,500
- 2021/2022 \$144,500 (\$40,000 added for funding Public Art)

The cultural plan speaks to culture, heritage and art. City financial support specific to this area is also provided through:

Annual outside agency grants:

• The Art Gallery of Algoma	\$280,785
• The Ontario Bushplane Heritage and Forest Fire Educational Centre	\$175,000
• Sault Ste. Marie Museum	<u>\$260,000</u>
	<u>\$715,785</u>

Ermatinger Clergue National Historic Site:

Operations	\$326,707
Heritage property grants	<u>\$ 12,000</u>
	<u>\$338,707</u>

Total 2022 City financial support \$1,198,992

The total City support for culture, heritage and art does not include in-kind service provided to other organizations each year. Other facilities such as the Roberta Bondar Pavilion and the new plaza will also lend and support cultural activities.

A supplementary request of \$160,500 for implementation of the Cultural Plan was submitted but not approved for the 2022 Budget. The request represented additional funding to achieve \$5/capita for cultural grants to be in line with peer municipalities. The \$5/capita for cultural grants does not take into account the additional financial support provided by the City as noted above. If this is considered, the City's cultural grants support far exceeds the \$5/capita level.

A second request of \$15,000 to fund the design, print and installation of traffic control box wraps artwork was also not approved during 2022 budget

## Cultural Policy/Public Art Policy Revisions-Financial Implications

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deliberations. This project was subsequently approved to be funded from the Public Art Projects annual funding in the amount of \$12,000 on February 22, 2022.

### **Financial Impact of Policy Change**

The December 12, 2016 Cultural Policy Revision report to Council provided that the Capital Asset Management Plan reflected \$162,670,158 of infrastructure requirements from 2017-2019. A 1% dedication would have been \$1,626,701, averaging \$542,000 annually.

The total 2022 Capital Budget approved was \$38,628,519. Fleet and Equipment would not be included resulting in \$31,151,688. Based upon the recommendations of the Cultural Policy and the Public Art Policy an additional \$311,515 would potentially be required, if all municipal infrastructure projects are included. If the policies are approved, as recommended by the Committee, funds in the approved 2022 Operating Budget would not be available to address this increase. If the change to the policy is indicating that current capital budgets should be reduced by 1%, then the already resource stricken capital budget will be impacted.

Without appropriate and sufficient funding, any policy and/or plan runs the risk of not being able to accomplish its goals and outcomes. The appropriate level of funding should be based upon the estimated costs to accomplish those outcomes. Without reviewing the long term plans and costs of the projects that will assist the Committee and staff to achieve the outcomes over the next several years, the appropriate funding level cannot be established. The dedication of 1% of capital in the policy may or may not be the required level of funding. New funding is recommended to be submitted as part of the budget process (operating and/or capital depending on project), substantiated by the projects that will achieve the outcomes, for Council to review and deliberate in conjunction with other corporate funding requests.

Individual capital projects for new facilities have in the past included a cultural piece within the total project cost. This is recommended to continue to ensure that all new facilities are in line with the Cultural Policy going forward. The funding level would be set in consultation with the facility project lead and approved by Council along with the project construction.

#### Cultural Endowment Fund:

The recommended change in Section 3.3.1 of the policy states that any excess funds from the recommended dedication of capital budgets could flow to the City of Sault Ste. Marie Cultural Endowment Trust Fund. When the fund was established, the City provided seed money only and did not approve the provision of ongoing funding. If a portion of any funding for the Cultural Policy were deposited to the Cultural Endowment Fund, only the interest would be

Cultural Policy/Public Art Policy Revisions-Financial Implications

March 21, 2022

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available for future use, thus tying up valuable capital dollars and limiting current projects.

**Financial Implications**

The approval of the Cultural Policy recommendations as provided by the Committee includes new funding requirements. The 2022 operating impact is approximately \$311,515. These funds are not available within the approved budget. If the recommendation is to be funded within the capital budget, 2022 approved capital projects may have to be deferred, cancelled or other funding identified.

**Strategic Plan / Policy Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer dated March 21, 2022 regarding financial implications of the recommended Cultural Policy changes be received as information.

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)

March 17, 2022

Chair and Board  
DSSMSSAB

Dear Chair and Board,

I am writing this letter to regretfully inform you that I will be resigning from the DSSMSSAB effective immediately. When I first volunteered to be a council representative on the board I felt that the timing of the meetings would fit into my schedule and, for a time, it did work out. However, with many external factors and commitments, it seems as though I cannot fully devote myself to the board and believe that to be unfair to other board members, the organization, and the people of Sault Ste. Marie who have always received the highest level of service one could hope for from a social services board.

I appreciate the time that I spent on the board and can say with confidence that I leave it in good hands.

Sincerely yours,



Matt Scott

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2022-36**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Solicitor General for funding for court security and prisoner transportation until December 31, 2022.

**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 January 1, 2022 between the City and Her Majesty the Queen in right of Ontario as represented by the Solicitor General, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding for court security and prisoner transportation until December 31, 2022.

**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 21st day of March, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

## **ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the 1st day of January, 2022

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

**Her Majesty the Queen in right of Ontario  
as represented by the Solicitor General**

(the “**Province**”)

**- and -**

**City of Sault Ste. Marie**

(the “**Recipient**”)

**BACKGROUND**

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the “Program”) in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2022;
- C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities, and court locations for the purposes of court attendance;
- D. The Recipient has provided its 2020 CSPT costs, as confirmed in the 2020 Annual Financial Report submitted by the Recipient;
- E. Funding is allocated based on the Recipient’s relative share of the total 2020 provincial CSPT cost.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Payment Plan and Reporting Schedules
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - Template for Annual Financial Report, and any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### **3.0 AMENDING THE AGREEMENT**

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### **4.0 ACKNOWLEDGEMENT**

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to

- organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
  - (c) the Funds are:
    - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
    - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
  - (d) the Province is not responsible for carrying out the Project; and
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Solicitor General**

---

Date

Name: Richard Stubbings  
Title: Assistant Deputy Minister  
Public Safety Division

**City of Sault Ste. Marie**

---

Date

Name:  
Title:

I have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

---

### **A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Court Security and Prisoner Transportation Services”** means the services and activities eligible for funding, as set out in Schedule “E”.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A13.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following December 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

## **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes,

the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement,

unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

## **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

## **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

**A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

- A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
  - (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

- A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

- A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## A23.0 GOVERNING LAW

- A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## A24.0 FURTHER ASSURANCES

- A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## A25.0 JOINT AND SEVERAL LIABILITY

- A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## A26.0 RIGHTS AND REMEDIES CUMULATIVE

- A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## A28.0 SURVIVAL

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	<b>\$805,876.89</b>
<b>Expiry Date</b>	December 31, 2022
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$5,000
<b>Insurance</b>	\$5,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b>            Ministry of the Solicitor General            Public Safety Division, External Relations Branch            Program Development Section</p> <p><b>Address:</b>            25 Grosvenor Street, 12<sup>th</sup> Floor            Toronto ON M7A 2H3</p> <p><b>Attention:</b>            Nithuzha Navendram, Community Safety Analyst</p> <p><b>Email:</b>  <a href="mailto:Nithuzha.Navendram@ontario.ca">Nithuzha.Navendram@ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b>            City of Sault Ste. Marie</p> <p><b>Address:</b>            99 Foster Drive            Sault Ste. Marie ON P6A 5X6</p> <p><b>Attention:</b>            Ms. Shelley Schell            Chief Financial Officer / City Treasurer</p> <p><b>Email:</b>  <a href="mailto:finance@cityssm.on.ca">finance@cityssm.on.ca</a>; <a href="mailto:s.schell@cityssm.on.ca">s.schell@cityssm.on.ca</a></p>

## **SCHEDULE “C” PROJECT**

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The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2022.

The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

**SCHEDULE “D”**  
**PERFORMANCE MEASUREMENT FRAMEWORK**

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The Recipient agrees to collect and report back to the Province on the outcomes and performance indicators outlined below (on an annual reporting timeframe covering January 1, 2022 – December 31, 2022) in accordance with the reporting schedule outlined in Schedule E.

Year 1 – 2022: Data Reporting		
Performance Measure	Indicator	Reporting Frequency
Number of court appearances	Number of in-person court appearances conducted ( <b>required</b> )  Number of virtual court appearances conducted ( <b>optional</b> )	Annual
Number of full-time equivalent sworn police officers and special constables that are supporting prisoner transportation and or/ court security	Total number of full-time equivalent sworn police officers and special constables  Total number of full-time equivalent sworn police officers and special constables that support prisoner transportation and or/court security  Total number of full-time equivalent sworn police officers and special constables that support prisoner transportation  Total number of full-time equivalent sworn police officers and special constables that support court security	Annual
Number of prisoner transportation trips	Number of prisoner transportation trips conducted by full-time equivalent sworn police officers and special constables.	Annual

## SCHEDULE "E"

### PAYMENT PLAN AND REPORTING SCHEDULES

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The Funds in the amount of **\$805,876.89** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$201,469.23** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$201,469.22** will be paid to the Recipient, following the Province's receipt and approval of the 2021 Annual Financial Report (due April 15, 2022). *Subsequent payments will not be released until the Province has received and approved the 2021 Annual Financial Report.*
- C. Third Instalment: **\$201,469.22** will be paid to the Recipient by the end of September 2022.
- D. Final instalment: **\$201,469.22** will be paid to the Recipient by the end of December 2022.
- E. The Recipient must submit the 2022 Annual Financial and Performance Measurement Report (Schedule G) to the Province by April 15, 2023.

**SCHEDULE "F"**  
**COURT SECURITY AND PRISONER TRANSPORTATION**  
**SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING**

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**A. COURT SECURITY includes:**

**1. Facility Perimeter Security**

Costs associated with external and/or internal presence of police or other security personnel during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

**2. Courtroom Security**

Costs associated with the presence of police or other security personnel in the courtroom to ensure the safety and security of the proceedings and attendees.

**3. General Courthouse Security Presence**

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police or other security personnel assigned to perform roving patrols of the court facility.

**4. Prisoner Movement in Courthouse**

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

**5. Prisoner Guarding in Holding Cells**

Costs associated with guarding and monitoring of prisoners brought to court and held in courthouse holding cells (where applicable).

**6. Prisoner Feeding**

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

**B. PRISONER TRANSPORTATION includes:**

**1. Prisoner Transport**

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

**2. Prisoner Transport - Youth**

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

\*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

**C. TRAINING, EQUIPMENT AND RECRUITING includes:**

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

**COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:**

**Court Administration**

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2022-44**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Rural Economic Development (RED) program fund.

**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 21, 2022 between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Rural Economic Development (RED) program fund.

**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 21st day of March, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

# RURAL ECONOMIC DEVELOPMENT PROGRAM

## AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Agriculture, Food and Rural Affairs  
(the "Province")  
- and -  
**CORPORATION OF THE CITY OF SAULT STE MARIE**  
**CRA # 122023120**  
(the "Recipient")

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 This Agreement, including:

Schedule "A" – General Terms and Conditions,  
Schedule "B" – Operational Requirements and Additional Provisions,  
Schedule "C" – Project Description,  
Schedule "D" – Financial Information,  
Schedule "E" – Payments and Reports,  
And any amending agreement entered into as provided below,

Constitutes the entire agreement between the Parties, with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representation and agreements.

### **2.0 COUNTERPARTS**

- 2.1 This Agreement may only be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 2.2 Both Parties consent to and agree to accept electronic signatures, (as defined in the *Electronic Commerce Act*, 2000), as binding the Parties to the terms and conditions of this Agreement.

### **3.0 AMENDING AGREEMENT**

3.1 This agreement may only be amended by a written agreement duly executed by the Parties.

### **4.0 ACKNOWLEDGEMENT**

4.1 The Recipient acknowledges and agrees:

- (a) It has read and understands the provisions contained in the entire Agreement;
- (b) It will be bound by the terms and conditions in the entire Agreement;
- (c) By receiving and using the Funds provided under this Agreement that it may become subject to the *BPSAA*, the *PSSDA* and the *AGA*;
- (d) The Funds are:

- (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and
- (ii) Funding for the purposes of the *BPSAA*, the *PSSDA* and the *AGA*;
- (e) The Province is not responsible for managing or carrying out the Project; and
- (f) The Province is bound by the *FIPPA* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the *FIPPA* or other applicable Requirements Of Law.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Agriculture, Food and Rural Affairs

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Name: Alan Crawley  
 Title: A/ Director, Rural Programs  
 Branch

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Date:

I have the authority to bind the Crown pursuant to delegated authority.

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

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Name: Christian Provenzano  
 Title: Mayor

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Date:

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Name: Rachel Tyczinski  
 Title: City Clerk

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Date:

I have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### ARTICLE 1 INTERPRETATION AND DEFINITIONS

**A.1.1 Interpretation.** For the purposes of interpreting the Agreement:

- (a) Unless specifically defined otherwise in this Agreement, words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise; and
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles.

**A.1.2 Definitions.** In the Agreement, the following terms will have the following meaning:

**“Additional Terms And Conditions”** means the terms and conditions specified in sections A.8.1 and B.2 of this Agreement.

**“AGA”** means the *Auditor General Act, 1990*

**“Agreement”** means this contract between the Province and the Recipient,

**“Arm’s Length”** has the same meaning as set out in the *Income Tax Act (Canada)* as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010*.

**“Budget”** means the budget attached to section D.2 of this Agreement.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory holidays of the Province and any other day on which the Province is closed for business.

**“Claim Submission Deadline”** means the date or dates set out under section E.1 (b) of this Agreement.

**“Contract”** means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

**“Cost-Share Funding Percentage”** means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of this Agreement.

**“Effective Date”** means the date on which this Agreement is effective, as set out under section B.1.1 of this Agreement.

**“Eligible Costs”** means those costs set out under in the Guidelines and which the Province has approved as eligible for reimbursement under the terms of this Agreement and also includes any additional costs permitted under section D.2 of this Agreement.

**“Event of Default”** has the meaning ascribed to it in section A.14.1 of this Agreement.

**“Expiration Date”** means the date on which this Agreement will expire, as set out under section B.1.2 of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

**“FAA”** means the *Financial Administration Act*.

**“Failure”** means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

**“Final Report”** means a final Report on the Project in the form set out in section E.2 (a) of this Agreement.

**“FIPPA”** means the *Ontario Freedom of Information and Protection of Privacy Act*.

**“Funding Year”** means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to this Agreement.

**“Guidelines”** means the documents of the Province setting out the criteria governing the operation of the Program, that were made available on the Program website, at the time the Recipient applied for funding from the Program

**“Holdback”** means the amount set out under section D.1.3 of this Agreement.

**“Incurred”** in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred.

**“Indemnified Parties”** means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

**“Ineligible Costs”** means those costs set out in the Guidelines as ineligible for reimbursement by the Province and includes any additional costs identified as ineligible under section D.2.2 of this Agreement.

**“Maximum Funds”** means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of this Agreement.

**“Minister”** means the Minister of Agriculture, Food and Rural Affairs or such other Minister who may be designated from time to time as the responsible Minister in relation to the Program in accordance with the *Executive Council Act*, R.S.O. 1990, c. E. 25, as amended.

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*.

**“Notice”** means any communication given or required to be given pursuant to this Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient, unless the context implies otherwise.

**“Program”** means the program created by the Province entitled Rural Economic Development Program under *Order-in-Council 201/2011*, as amended.

**“Project”** means the undertaking described in Schedule “C” of this Agreement.

**“Project Approval Date”** means the same as the Effective Date, as set out in section B.1.1 of this Agreement.

**“Project Completion Date”** means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.3 of Schedule “B” of this Agreement.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996*.

**“Reports”** means the reports set out under Schedule “E” of this Agreement.

**“Requirements of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

**“Term”** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

**“Timelines”** means the Project schedule set out in Schedule “B”.

**A.1.3 Conflict.** Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

## **ARTICLE A.2 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

**A.2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (d) Procedures to enable the Recipient to successfully complete the Project;
- (e) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

**A.2.4 Supporting Documentation.** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

**A.2.5 Additional Covenants.** The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A.2.1, A.2.2 or A.2.3 of this Agreement during the Term of the Agreement;
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
- (c) Any change in ownership or ownership structure.

## ARTICLE A.3 FUNDS AND CARRYING OUT THE PROJECT

**A.3.1 Funds Provided.** The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.2 of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section E.1 of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
  - (i) Resides at a Canadian financial institution, and
  - (ii) Is in the name of the Recipient.

**A.3.2 Limitation On Payment Of Funds.** Despite section A.3.1 of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A.10.2 of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article A.6 of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
  - (ii) Recover Funds already paid to the Recipient; or
  - (iii) Terminate the Agreement pursuant to section A.13.1 of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article A.6 of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

**A.3.3 Use Of Funds And Project.** The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
  - (i) For Eligible Costs that are necessary for the purposes of carrying out the Project; and
  - (ii) For those activities set out in section C.3. of this Agreement; and
- (e) Use the Funds only in accordance with the Budget.

**A.3.4 Province's Role Limited To Providing Funds.** For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

**A.3.5 No Changes.** The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

**A.3.6 No Payment of Funds until Eligible Expenses are approved.** The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and according to the Budget only. The Province shall not advance any of the Funds to the Recipient.

**A.3.7 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

**A.3.8 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

**A.3.9 Rebates, Credits And Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

**A.3.10 Funding, Not Procurement.** The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

#### **ARTICLE A.4 RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

**A.4.1 Acquisition.** If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

**A.4.2 Contracts.** The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A.6 of this Agreement .

**A.4.3 Disposal.** The Recipient:

- (a) Will, where Ontario's contribution to the cost of an asset created or purchased using the Funds, exceeds twenty-five thousand dollars (\$25,000.00) at the time of purchase or creation of the asset, retain ownership of the asset for at least two (2) years from the Expiration Date of this Agreement; unless otherwise provided under this Agreement or directed by the Province in writing; and
- (b) Will not, without the Province's prior written consent, lease or otherwise encumber assets referred to under section A.4.3(a) for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A.4.3 of this Agreement, the Province may recover the Funds provided to the Recipient for the assets referred to under section A.4.3.

## ARTICLE A.5 CONFLICT OF INTEREST

**A.5.1 No Conflict Of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

**A.5.2 Conflict Of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

**A.5.3 Disclosure To The Province:** The Recipient will:

- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

## ARTICLE A.6 REPORTING, ACCOUNTING AND REVIEW

**A.6.1 Preparation And Submission.** The Recipient will:

- (a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;
- (b) Submit to the Province (at the address referred to in section B.1.5 of this Agreement) all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by the Province from time to time and ensure that all reports are:
  - (i) Completed to the satisfaction of the Province; and
  - (ii) Signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.

**A.6.2 Records Maintenance.** The Recipient will keep and maintain:

- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project.

**A.6.3 Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in section A.6.2 of this Agreement;
- (b) Remove any copies made pursuant to section A.6.3(a) of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

**A.6.4 Disclosure.** To assist in respect of the rights set out under section A.6.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

**A.6.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

**A.6.6 Auditor General.** For greater certainty, the Province’s rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

## ARTICLE A.7 COMMUNICATIONS

**A.7.1 Acknowledgement And Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province in the form and manner set out under section B.1.6 of this Agreement.
- (b) The Recipient will indicate, in all of its Project-related publications – whether written, oral or visual – that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**A.7.2 Publication By The Province.** The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

## ARTICLE A.8 ADDITIONAL TERMS AND CONDITIONS

**A.8.1 Additional Terms And Conditions.** The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule “A” of the Agreement, the Additional Terms and Conditions will prevail.

## ARTICLE A.9 INDEMNITY

**A.9.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.

**A.9.2 Recipient’s Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**A.9.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

**A.9.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

**A.9.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

## ARTICLE A.10 INSURANCE

**A.10.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:

- (a) A cross-liability clause;
- (b) Contractual liability coverage;
- (c) A thirty (30) day written notice of cancellation or termination provision.

**A.10.2 Proof Of Insurance.** The Recipient will:

- (a) Upon request of the Province provide the Province with either:
  - (i) Certificates of insurance that confirm the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in the request, or
  - (ii) Other proof that confirms the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in that request; and
- (b) In the event that:
  - (i) A claim is made against the Province in relation to this Agreement, and
  - (ii) The insurer does not agree to defend and indemnify the Province in relation to that claim, make available to the Province, upon request and within the time limit set out in that request, a copy of each insurance policy the Recipient is required to have under section A.10.1 of this Agreement.

## ARTICLE A.11 TERMINATION ON NOTICE

**A.11.1 Termination On Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

**A.11.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section A.11.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement; and
  - (ii) Subject to section A.3.8 of this Agreement, provide Funds to the Recipient to cover such costs.

## ARTICLE A.12 TERMINATION WHERE NO APPROPRIATION

**A.12.1 Termination Where No Appropriation.** If, as provided for in sections A.3.2(d) of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A.12.2 Consequences Of Termination Where No Appropriation.** If the Province terminates this Agreement pursuant to section A.12.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement.

**A.12.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A.12.2(c) of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## ARTICLE A.13 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

**A.13.1 Events Of Default.** Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
  - (i) Carry out the Project;

- (ii) Use or spend the Funds;
  - (iii) Provide, in accordance with section A.6.1, Reports or any such other reports as may have been requested pursuant to section A.6.1(b), under this Agreement; or
  - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
  - (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) The Recipient ceases to operate.

**A.13.2 Consequences Of Events Of Default And Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A.13.3 Opportunity To Remedy.** If, in accordance with section A.13.2(b) of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

**A.13.4 Recipient Not Remedyng.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A.13.2(b) of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A.13.2(a), (c), (d), (e), (f), (g), (h) and (i) of this Agreement.

**A.13.5 When Termination Effective.** Termination under Article A.13 of this Agreement will take effect as set out in the Notice.

## ARTICLE A.14 LIMITED TERMINATION OF AGREEMENT

**A.14.1 Limited Termination Of Agreement.** Without limiting the Province's rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A.11, A.12 or A.13 of this Agreement, the Province may limit such termination to one or more activities set out under Article C.3 of this Agreement without terminating this Agreement as a whole.

**A.14.2 Impact Of Limited Termination Of The Agreement.** If the Province exercises its right under section A.14.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

## ARTICLE A.15 FUNDS AT THE END OF A FUNDING YEAR

**A.15.1 Funds At The End Of A Funding Year.** Without limiting any rights of the Province under Article A.13 of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may, at its sole and absolute discretion, adjust the amount of any further payments of Funds accordingly.

## ARTICLE A.16 REPAYMENT

**A.16.1 Repayment Of Overpayment.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A.16.2 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A.16.3 Payment Of Money To Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1 of Schedule "A" of this Agreement.

**A.16.4 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

**A.16.5 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## ARTICLE A.17 NOTICE

**A.17.1 Notice In Writing And Addressed.** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.7 of this Agreement or as either Party later designates to the other by Notice.

**A.17.2 Notice Given.** Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

**A.17.3 Postal Disruption.** Despite section A.17.2(a) of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

## ARTICLE A.18 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

**A.18.1 Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## ARTICLE A.19 SEVERABILITY OF PROVISIONS

**A.19.1 Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## ARTICLE A.20 WAIVER

**A.20.1 Waivers In Writing.** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.17 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

## ARTICLE A.21 INDEPENDENT PARTIES

**A.21.1 Parties Independent.** The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## ARTICLE A.22 ASSIGNMENT OF AGREEMENT OR FUNDS

**A.22.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

**A.22.2 Agreement Binding.** All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## ARTICLE A.23 GOVERNING LAW

**A.23.1 Governing Law.** This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## ARTICLE A.24 FURTHER ASSURANCES

**A.24.1 Agreement Into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

## ARTICLE A.25 JOINT AND SEVERAL LIABILITY

**A.25.1 Joint And Several Liability.** Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

## ARTICLE A.26 RIGHTS AND REMEDIES CUMULATIVE

**A.26.1 Rights And Remedies Cumulative.** The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

## ARTICLE A.27 JOINT AUTHORSHIP

**A.27.1 Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

## ARTICLE A.28 FAILURE TO COMPLY WITH OTHER AGREEMENT

**A.28.1 Other Agreements.** If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

## ARTICLE A.29 SURVIVAL

**A.29.1 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles A.1 and any other applicable definitions, A.9, A.16, A.17, A.19, A.20, A.23, A.24, A.26, A.27, and A.28 as well as sections A.3.2, A.3.4, A.3.8, A.3.9, A.6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A.6.2, A.6.3, A.6.4, A.6.5, A.6.6, A.11.2, A.12.2, A.13.1, A.13.2, A.13.4 of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section A.4.3 of this Agreement shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

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## SCHEDULE “B”

### OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

#### ARTICLE B.1 OPERATIONAL REQUIREMENTS

**B.1.1 Effective Date.** The Effective Date of this Agreement is: **January 17, 2022**

**B.1.2 Expiration Date.** The Expiration Date of this Agreement is: **December 31, 2023**

**B.1.3 Project Completion Date.** The Project Completion Date is: **December 31, 2022**

The Project Completion Date may be extended at the request of the Recipient by up to 6 months, provided that:

- (a) The proposed extended date is at least 6 months prior to the Expiration Date
- (b) The request is made in writing to the address in section B.1.6 of this Agreement; and
- (c) The request is approved by the Province in writing.

Extensions of the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

**B.1.4 Submission Of Publications For Approval And Reports.** All Reports and Project-related publications under this Agreement shall be submitted to:

**Name:** Ontario Ministry of Agriculture, Food and Rural Affairs

**Address:** Rural Programs Branch  
4th Floor NW, 1 Stone Road West  
Guelph, Ontario N1G 4Y2

**Attention:** Administrative Service Representative, Agriculture and Rural Programs Unit

**Email:** RED@ontario.ca

or any other person identified by the Province in writing.

**B.1.5 Recognition Of Provincial Support:** In addition to the requirements under section A.7.1 of this Agreement, the Recipient will acknowledge the Province's support for the Project in the following manner: “The project is funded in part by the Ontario Ministry of Agriculture, Food and Rural Affairs”.

The Recipient shall install a permanent sign recognizing the Program's financial support of the Project. The design of the sign and its location is subject to approval by the Province prior to fabrication and installation. The province will reimburse 100 per cent up to \$100 of the total costs of the design, fabrication and installation of the sign once submitting a claim.

**B.1.6 Providing Notice.** All Notices under this Agreement shall be provided to:

	<b>The Province:</b>	<b>The Recipient:</b>
<b>Name:</b>	Ontario Ministry of Agriculture, Food and Rural Affairs	Corporation Of The City Of Sault Ste Marie
<b>Address:</b>	Rural Programs Branch 4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6

**Attention:** Director, Rural Programs Branch    **Stephen Turco, Senior Planner**  
**Email:** [RED@ontario.ca](mailto:RED@ontario.ca)    [s.turco@cityssm.on.ca](mailto:s.turco@cityssm.on.ca)

or any other person identified by the Parties in writing through a Notice.

## **ARTICLE B.2**

### **ADDITIONAL TERMS AND CONDITIONS**

**B.2.1 Notice Of Recipient's Insolvency.** The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
  - (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

**B.2.2 Special Circumstances** The Parties recognize and acknowledge, that at the time of entering into this Agreement; due to restrictions under the Emergency Management and Civil Protection Act, R.S.O. 1990, and its regulations, put in place in response to an ongoing pandemic known as the CoVID19 pandemic; there were and continue to be limitations on the activities permitted under law (the “Limitations”).

**B.2.2.1 Notice of Special Circumstances** Should the Limitations, defined in section B.2.2 of this Agreement, result in a delay in completing the Project or Reports; the Recipient shall immediately notify the Province in writing. The notification from the Recipient should include:

- (i) The specific reasons for the delay;
  - (ii) The nature of the delay; and
  - (iii) What the Recipient has done and plans to do to mitigate the delay.

**B.2.2.2 Response to Notice of Special Circumstances** Upon receiving a Notice of Special Circumstances (as described in section B.2.2.1 of this Agreement) from the Recipient; the Province will, acting reasonably and in a timely manner, take the following steps;

- (i) Review the notification provided by the Recipient to determine what possible action(s), if any, could be taken to advance the successful completion of the Project;
  - (ii) Provide the Recipient with Notice of the Province's determination of what actions will be taken in response to the Notice of Special Circumstances provided by the Recipient, (including any actions the Recipient will be required to take to address the Special Circumstances); and
  - (iii) Prepare any amendments to the Agreement which the Province determines at its sole and absolute discretion, are needed.

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## **SCHEDULE “C” PROJECT DESCRIPTION**

**C.1 PROJECT NAME**

City of Sault Ste. Marie Downtown Civic Plaza

**C.2 PROJECT STREAM**

Strategic Economic Infrastructure Stream

**C.3 PROJECT OBJECTIVE**

The City of Sault Ste. Marie will add beautification and other streetscaping/landscaping elements to its downtown civic plaza.

***PROJECT ACTIVITIES ELIGIBLE FOR FUNDING INCLUDE***

Contractor Fees

Lighting

Landscaping

Property Acquisition

Site Furnishing

WIFI/CCTV

Plaza Development

Design

Recognition Signage

All activities identified above will be completed by the Project Completion Date identified under section B.1.3 of this Agreement.

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## SCHEDULE "D"

### PROJECT FINANCIAL INFORMATION

#### ARTICLE D.1 FUNDING INFORMATION

- D.1.1** **Cost-Share Funding Percentage.** The Cost-Share Funding Percentage is thirty per cent (30.00%) of incurred paid Eligible Costs up to the Maximum Funds.  
 [Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.]
- D.1.2** **"Maximum Funds".** The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$250,000.00
- D.1.3** **Holdback.** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

#### ARTICLE D.2 COSTS

- D.2.1** **Eligible Costs.** Eligible Costs are those costs or percentage of a cost defined as Eligible Costs in the Guidelines and are limited to costs which the Province has determined, at its sole and absolute discretion, to be costs properly and reasonably incurred, paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project.

For greater clarity, Eligible Costs are those costs that are:

- (a) Incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- (b) Paid by the Recipient to an Arm's Length third party;
- (c) Consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- (d) If related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.3.1 of this Agreement; and
- (e) In the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

- D.2.2** **Incurring Eligible Costs.** The Recipient will incur Eligible Costs as described in section D.2.1 and in accordance with the following Project Budget chart and no later than by the Project Completion Date:

<b>BUDGET OF PROVINCIAL CONTRIBUTION</b>					
<b>FUNDING YEAR</b>	<b>QUARTER 1 (APR. – JUN.)</b>	<b>QUARTER 2 (JUL. – SEP.)</b>	<b>QUARTER 3 (OCT. – DEC.)</b>	<b>QUARTER 4 (JAN. – MAR.)</b>	<b>FUNDING YEAR TOTAL</b>
<b>The lesser of 30.00% of Eligible Costs, up to the maximum listed below:</b>					
2022-23	\$75,000.03	\$120,000.05	\$54,999.92	\$0.00	\$250,000.00
<b>MAXIMUM PROVINCIAL FUNDS FOR THE PROJECT</b>					<b>\$250,000.00</b>

**D.2.3** **Ineligible Costs.** Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.2.1 of this Agreement or were not approved by the Province in writing before the Recipient incurred the costs. Ineligible Costs include but are not limited to:

- (a) Any cost incurred prior to the Effective Date or after the Project Completion Date;
- (b) Any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario.
- (c) Any cost associated with providing any Reports to the Province pursuant to Schedule "E" or other information required by the Province; and
- (d) Any cost associated with lobbying the Province, including other Ministries, agencies and organizations of the Government of Ontario;

### ARTICLE D.3 TRAVEL AND MEAL COSTS

**D.3.1** In order to be considered Eligible Costs, travel and meal costs must be:

- (a) Identified in section C.3 of this agreement
- (b) Incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is reimbursed by the Funds;
- (c) Aligned with the most current Travel, Meal and Hospitality Expenses Directive (a copy will be provided upon request).

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## SCHEDULE "E" PAYMENTS AND REPORTS

**E.1** **Claim Submission Requirements.** The Recipient shall submit claims electronically using the Province's claims portal. Instructions on receiving access to the portal will be provided to the Recipient by the Province at the time of approval. Claims shall be provided as set out in the table below. Claims are not considered delivered until reviewed and approved by the Province.

Name of Claim		Due Date
(a)	Progress Update and Claim Statement	A minimum of one claim must be submitted prior to the final claim, unless waived at the sole and absolute direction of the Province.
(b)	Final claim	The final claim is to be completed and submitted to the Province within three (3) months of the Project Completion Date.

**E.2** **Reporting Requirements.** Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

Name of Report		Due Date
1.	Final Report	The Final Report is to be completed and submitted to the Province on or before: <b>Project Completion + 4 months</b> A copy of the Final Report Template will be provided to you upon request.
2.	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

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**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2022-45**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Royal Bank of Canada for a one year extension to the current banking services agreement.

**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 November 29, 2021 between the City and Royal Bank of Canada, a copy of which is attached as Schedule "A" hereto. This Agreement is for a one year extension to the current banking services agreement.

**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 21st day of March, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

## Schedule "A"



**Royal Bank**

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Greg DeFelice  
Commercial Account Manager

Royal Bank of Canada  
439 Great Northern Road  
Sault Ste. Marie , ON, P6B 5A1  
(705) 759-7815

November 29, 2021

The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie , ON, P6A 5X6

Dear Shelley Schell;

**Re: Negotiated Deposit Interest Rates and Service Fees**

Royal Bank of Canada ("RBC") is currently providing the The Corporation of the City of Sault Ste. Marie (City of Sault Ste. Marie) the services listed in Schedules "A" and "B" attached. The current pricing and interest rates for these services expired on November 29, 2021.

RBC would be pleased to continue to provide these services for an additional 1 year, commencing on April 01, 2022 and ending on March 31, 2023.

Our proposal is based on your historical 12-month average account balances and levels of activity, as well as the expectation that these will continue. Should the average account balances and/or levels of activity vary by more than 20% from current levels on a 12-month basis, either party shall have the right to request amendments to this pricing and interest agreement.

Each of the City of Sault Ste. Marie and RBC has the right to terminate this agreement upon 90 days' prior written notice to the other party. Termination shall not affect the rights, obligations, and/or remedies of each party hereto accrued to the date of termination notwithstanding the termination provision set out in the Schedule "A" Deposit Interest Agreement attached.

This agreement amends, terminates, and replaces all prior agreement(s) between RBC and the City of Sault Ste. Marie with respect to the pricing and rates of the services listed in Schedules "A" and "B" only. This agreement does not replace any agreement the City of Sault Ste. Marie may have with RBC with respect to any other subject matter which continue to apply. Any new services introduced during the proposed new term will be negotiated separately and will be considered supplemental hereto.

In addition to the services currently being used, we will continue to introduce alternative banking solutions to the City of Sault Ste. Marie that have the potential to further reduce administrative costs, improve efficiencies and minimize the risk of potential exposure to fraudulent activity.

This agreement includes the accounts of Sault Ste. Marie Public Library and Tourism Sault Ste. Marie.

We would like to thank you for choosing RBC to be your provider of banking services. We value your business and look forward to our continued relationship.

If you have any questions, do not hesitate to contact me.

Please provide your agreement to and acceptance of our offer by signing below and initialing Schedules "A" and "B". Return a copy of this agreement to RBC at the address set out above.

Yours truly,

Royal Bank of Canada



By: Greg DeFelice  
Commercial Account Manager

**Accepted and Agreed by:**

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

Per:

Name: Christian Provenzano  
Title: Mayor

Per:

Name: Rachel Tyczinski  
Title: City Clerk

Please note the information contained in this letter agreement is confidential information of RBC and you are not permitted to share it with any person without our prior written consent.

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

**BY-LAW NO. 2022-46**

**PROPERTY:** A by-law to declare the City owned property legally described as PT PIN 31523-0147(LT) PT PCL 9182 SEC AWS; BLK A PL M381 ST. MARY'S; S/T LT109849; SAULT STE. MARIE being part civic 15 Creery Avenue, as surplus to the City's needs and to authorize the disposition of the said property.

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

**1. LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

**2. SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

**3. SCHEDULE "A"**

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

**4. EFFECTIVE DATE**

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

**PASSED** in open Council this 21st day of March, 2022.

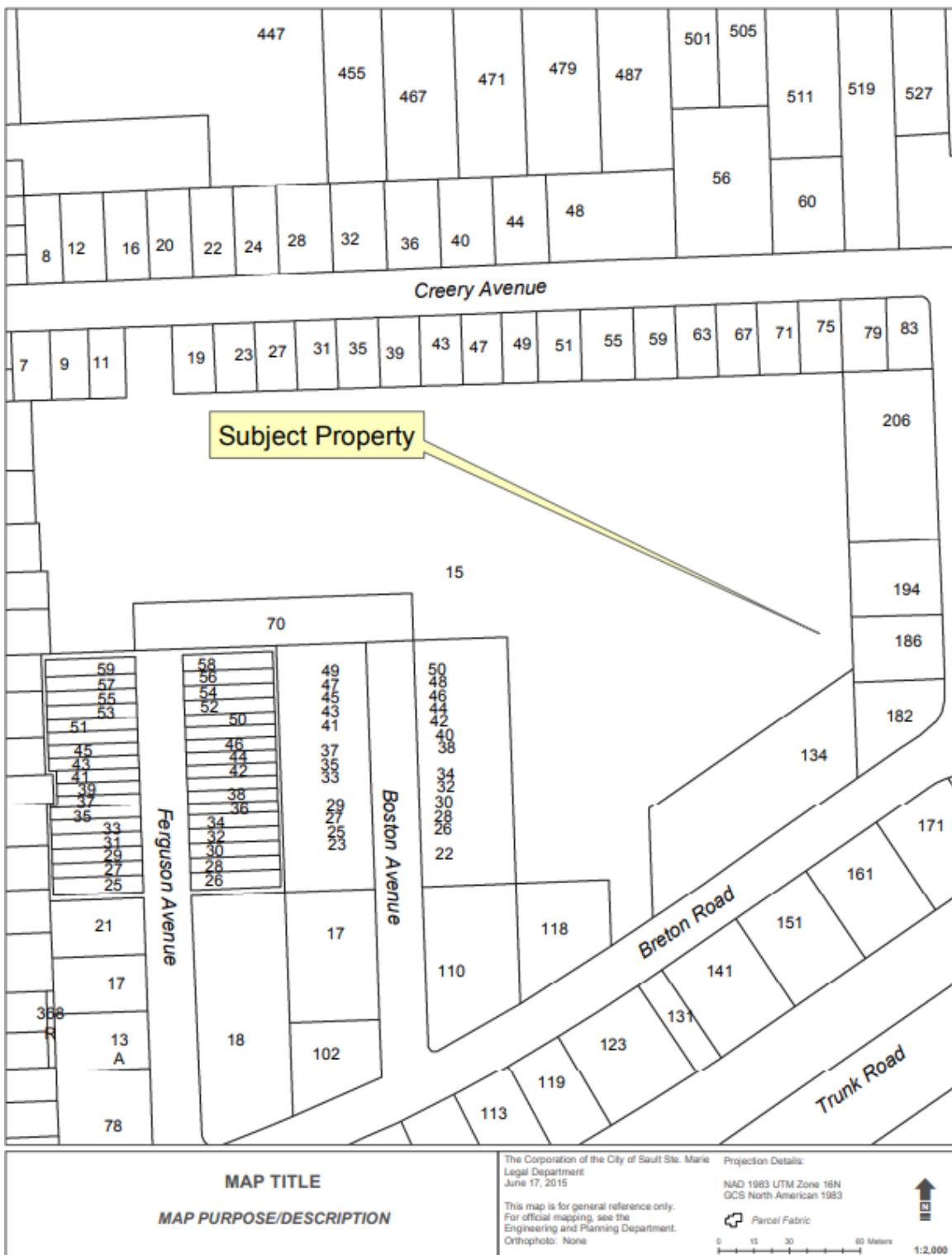
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**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - RACHEL TYCZINSKI**

Schedule "A"



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2022-47**

**CULTURAL VITALITY COMMITTEE:** A by-law to amend By-law 2013-117 (being a by-law to re-establish a Cultural Advisory Board) and to repeal By-law 2015-117.

WHEREAS City Council did on October 21st, 1991 pass By-law 91-230 to establish a Cultural Advisory Board;

AND WHEREAS City Council did on May 12th, 2003 pass By-law 2003-112 to re-establish a Cultural Advisory Board;

AND WHEREAS City Council did on February 19th, 2013 pass a resolution accepting the report of the Manager of Recreation and Culture concerning revisions to the Cultural Policy and approving the revisions to the Cultural Policy;

AND WHEREAS the Cultural Advisory Board must work within the Cultural Policy adopted by Council on February 19th, 2013 and as amended by Council from time to time;

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

1. **BY-LAW 2013-117 AMENDED**

By-law 2013-117 is amended as follows:

- (a) Delete any mention of "Cultural Advisory Board" and replace with "Cultural Vitality Committee";
- (b) Delete any mention of "Board" used in paragraphs 1, 4 and 5 and replace with "Committee";
- (c) Delete Paragraph 2 **COMPOSITION OF THE BOARD** and replace it with the following Paragraph 2 **COMPOSITION OF THE COMMITTEE**:

The Committee shall be composed of the Mayor as ex-officio, one (1) City Councillor, a member of the Mayor's Youth Advisory Council and a minimum of six (6) members of the community based on their knowledge, interest and involvement in culture as defined in the Cultural Policy.";

- (d) Delete Paragraph 3 **OFFICERS** and replace it with the following Paragraph 3 "**OFFICERS**:

At the first meeting of each year, the Committee shall elect a Chair and Vice-Chair from its membership.";

- (e) Delete Paragraph 6 **VACANCIES** and replace it with the following Paragraph 6 "**VACANCIES**:

When vacancies on the Committee arise, the Committee shall request that the Clerk's Department advertise the vacant positions. Applications received shall be reviewed by the Board and Committees Nominating Committee who make a recommendation to City Council for appointment to the Committee. All recommended candidates shall meet the requirements under Section 2 of this by-law, and are not required to be a member of a local cultural group.";

- (f) Delete Paragraph 7 **MEETINGS** and replace it with the following Paragraph 7 "**MEETINGS**:

The Committee shall meet on the third Wednesday of every month (excluding July and August) at 4:30 p.m. unless the Chair or Vice-Chair cancel a meeting due to lack of business. In no event should the Committee go longer than four months without a meeting. There will be flexibility given to the Chair or Vice-Chair to call meetings at noon hour should quorum prove difficult at the stated time.

Additional meetings may be called at the discretion of the Chair or Vice-Chair.

All meetings of the Committee shall be subject to the open meeting provisions of the *Municipal Act, 2001*.

When no quorum exists the meeting will be cancelled.

The Committee shall keep Minutes of meetings and keep all papers and documents pertaining to the business of the Committee and all books, documents and files kept by the Committee shall be open to the inspection of City Council or any other person or persons appointed for that purpose by City Council.

All out of town travel by Committee members for business related to the Committee shall first be approved by a resolution of City Council.

### **DELEGATIONS**

Where members of the public wish to address the Committee, a request must be made in writing at least one week prior to the scheduled meeting. It is the Chair's responsibility to allow or deny the request.

Where members of the public attend open meetings, they may only participate at the Chair's discretion.

### **PROCEDURES BY-LAW 2013-100**

Procedures By-law 2013-100, governs aspects of meeting procedure for the Cultural Vitality Committee.”; and

- (g) Delete Paragraph 8 **AD HOC/SUB-COMMITTEES** and replace it with the following Paragraph 8 “**AD HOC/SUB-COMMITTEES**:

Sub-committees may be formed for specific tasks and dissolved once the mandate is met.

Chairs of sub-committees must be members of the Cultural Vitality Committee.

Membership on such sub-committees may be extended to community representatives and/or experts outside the Committee's membership.

Membership on such sub-committees must be approved by a resolution of the Committee.

Sub-committees shall report their findings to the Committee, and shall have no authority to make decisions on behalf of the Committee.”

### **2. REPEAL BY-LAW 2015-117**

By-law 2015-117 is hereby repealed.

### **3. EFFECTIVE DATE**

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

BY-LAW 2022-47  
PAGE 4

**PASSED** in open Council this 21<sup>st</sup> day of March, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\COUNCIL\BY-LAWS\2022\2022-47 AMEND BY-LAW 2013-117.DOCX

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

**BY-LAW 2022-48**

**ENGINEERING:** A by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. to remove and reconstruct selected segments of the small aqueducts on Central Street at McAllen and Metzger Street including restoration of the surface features.

**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 21, 2022, between the City and Tulloch Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to remove and reconstruct selected segments of the small aqueducts on Central Street at McAllen and Metzger Street including restoration of the surface features.

**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 21<sup>st</sup> day of March, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Association of Consulting Engineering  
Companies | Ontario (ACEC-Ontario) in  
partnership with the  
Municipal Engineers Association (MEA)

**CLIENT/ENGINEER AGREEMENT**  
**FOR**  
***PROFESSIONAL CONSULTING SERVICES***

*2020*  
*(VERSION 3.1)*

*Please enter the title of the project/ assignment*

Central Street - West Aqueduct Repairs at McAllen Street  
and Metzger Street

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**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

Dated the 21 day of March 20 22

**-BETWEEN-**

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

Hereinafter called the 'Client'

**-AND-**

**TULLOCH Engineering Inc**

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

**Remove and reconstruct selected segments of the small aqueducts on Central Street at McAllen Street and Metzger Street including restoration of the surface**

Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## **DEFINITIONS**

### **1. Client**

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

### **2. Engineer**

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

### **3. Municipal Engineers Association (MEA)**

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

### **4. Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)** shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

### **5. Order of Precedence:**

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

## **ARTICLE 1 - GENERAL CONDITIONS**

### **1.1 Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

### **1.2 Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

### **1.3 Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### **1.4 Drawings and Documents**

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### **1.5 Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

### **1.6 Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

## **1.7 Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

## **1.8 Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

## **1.9 Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his/her Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

## **1.10 Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.

## **1.11 Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$\_\_\_\_\_ per occurrence and in the aggregate for general liability and \$\_\_\_\_\_ for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$\_\_\_\_\_ per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

## **1.12 Force Majeure**

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

## **1.13 Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

## **1.14 Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

## **1.15 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

## **1.16 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

#### **1.17 Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 5 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

#### **1.18 Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

#### **1.19 Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

#### **1.20 Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

#### **1.21 Dispute Resolution**

##### **1) Negotiation**

- a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

## 2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

## 3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the *Arbitration Act, 1991, S.O. 1991, C. 17*.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991, S.O. 1991, C.17*, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
  - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
  - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46(setting aside award) of the *Arbitration Act, 1991*.
  - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.
- 4) Adjudication
- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
  - b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

## **1.22 Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

## **1.23 Estimates, Schedules and Staff List**

### **1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

### **1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

## 1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

Tulloch is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of work under this agreement. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training and Safe Work Practices. Furthermore, the City's Vaccination Policy also applies to Tulloch while they are working on or in City Workplaces, or directly with our employees. Details regarding compliance with this requirement may be obtained by visiting the City's website via the following link: <https://saultstemarie.ca/City-Hall/City-Departments/Corporate-Services/Finance/Purchasing/Vendors-List.aspx> or by sending an email to [contractorprogram@cityssm.on.ca](mailto:contractorprogram@cityssm.on.ca). Responsibility for compliance with this requirement for any Subcontractors is the responsibility of Tulloch. Failure to comply with the requirements of this Program will result in immediate termination of this agreement.

## **ARTICLE 2 – SERVICES TO BE PROVIDED**

- 2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

The Engineer/Consultant shall provide the services for the Central Street West Aqueduct Repairs, preliminary and detailed design, contract document and specification preparation, assistance during tendering, construction services and such work shall include the following:

1. Assemble and review background information.
2. Meeting with the Client to review the proposed work program outlining tasks and schedule.

- 2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

The Client shall provide the Engineer/Consultant with:

1. Available Functional Studies or Predesign Investigations undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. Base Plan of the project area showing property fabric.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

#### a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

#### b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### 3.2 Basis of Payment for this agreement

#### Fees Calculated on Time

*Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.*

#### 3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

#### CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### **3.2.2 Fees Calculated on a Time Basis**

#### **a) Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

#### **b) Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

### **3.2.3 Upset Cost Limit**

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ 135,000 plus, applicable taxes made up as follows:
  - (i) \$ 135,000 plus, applicable taxes for Core Services as described in Schedule A; and,
  - (ii) \$ NIL plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

### **3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

### **3.2.5 Lump Sum Basis**

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive or labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or

milestone achieved as detailed in the RFP.

- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

### 3.3 **Payment**

#### 3.3.1 **Fees Calculated on a Time Basis** **Does Not Apply**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

#### 3.3.2 **Fees Calculated on a Percentage of Cost Basis** **Does Not Apply**

##### a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

##### b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

##### c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within \_\_\_\_\_ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the \_\_\_\_\_ months will be undertaken on a time basis.

##### d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

### **3.3.3 Lump Sum Does Not Apply**

Based on a milestone basis as per the Engineer's proposal.

### **3.3.4 Invoices Generally**

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

### **3.3.5 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of **12%** per annum.

## ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER:** TULLOCH Engineering Inc.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

Signature		Signature	
Name	Larry Jackson, P. Eng.	Name	John McDonald, P. Eng.
Title	General Manager of Engineering	Title	Project Manager

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

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

Signature		Signature	
Name	Christian Provenzano	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

## ARTICLE 5 – SCHEDULES

*Copies of Request for Proposal and Proposal Submission documents if required.*

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

- Schedule A: Supplementary Conditions – attached OR not used
- Schedule B: Addenda – attached OR not used
- Schedule C: Scope of Services – RFP attached OR not used
- Schedule D: Proposal from engineer – attached OR not used
- Schedule E: Other

Attached
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

NOTE: Attach all appropriate schedule documents as indicated (✓).

# Schedule A

## Schedule A – Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the “Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)” - “Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)”

**Option A** (*The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.:*)

~~Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.~~

~~Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:~~

### **1.10 Indemnification**

~~The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:~~

- (a) ~~all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and~~
- (b) ~~all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,~~

~~provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.~~

### **1.11 Insurance**

~~Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City’s Insurance and Risk Manager.~~

#### **Commercial General Liability Insurance**

~~Commercial General Liability (“CGL”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of~~

~~Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.~~

### **Automobile Liability Insurance**

~~Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.~~

### **Professional Liability Insurance**

~~Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.~~

~~The City will accept in place of the above mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.~~

~~Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.~~

~~All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.~~

**Option B** (*The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification**" and "**1.11 Insurance**" in their entirety and replace with the following:

### **1.10 Indemnification**

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and

- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

### **1.11 Insurance**

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

#### **Commercial General Liability Insurance**

Commercial General Liability ("CGL") insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars (\$2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

#### **Automobile Liability Insurance**

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

#### **Professional Liability Insurance**

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

**Additional Insurance considerations:**

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11

# Schedule D



71 Black Rd. Unit 8  
Sault Ste. Marie, ON  
P6B 0A3

T. 705.949.1457  
TF. 866.806.6602  
F. 705.949.9606  
[saultstmarie@tulloch.ca](mailto:saultstmarie@tulloch.ca)

## ENGINEERING ESTIMATE

Project: **Central/Farwell Aqueduct Repairs - 2022** Project No. **220721**

Description: **Engineering and Contract Administration** Date: **Jan. 19, 2022**

TASK	DESCRIPTION	HOURS	RATE	COST
<b>Assume 2 road crossings on Central Avenue (4 Segments in total)</b>				
Preliminary	Allow ( <b>MPC</b> )	8		
	Allow ( <b>DM</b> )	3		
	Allow ( <b>DB</b> )	2		
	Allow ( <b>MB</b> )	2		
Survey	N/R			
Drafting	Central Civil dwgs (allow for 7 dgs) ( <b>MB</b> ) - <b>City Portion</b>	100		
	ditto - <b>PUC portion</b>	20		
	Central Structural Dwgs (allow for 10 dwgs) ( <b>KS</b> )	120		
Engineering	Str. Engineering design & review ( <b>DM</b> )	40		
	Civil Engineering design and review - <b>City portion</b>	30		
	Civil Engineering design and review - <b>PUC portion</b>	10		
	Peer review ( <b>MPC/JM</b> )	25		
Checking	All structural dwgs ( <b>DM</b> )	40		
	All civil dwgs ( <b>RD</b> )	30		
Internal design mtgs.	Assume 2 mtgs. (incl. kick off and final) 6 mean x 1.5 hrs x 2 mtgs	18		
Tendering	Tendering and dwg review and support - allow ( <b>DB</b> )	60		
Supervision	Allow ( <b>MPC</b> )	15		
Site Review	Allow ( <b>DB</b> ) (21 wks @25hrs/wk) City portion	525		
	Allow ( <b>DB</b> ) (21 wks @3hrs/wk) PUC portion	63		
Site mtgs. Etc.	Visits allow ( <b>DM or JMCD</b> ) (6 mtgs @ 2hrs)	12		
	Shop dwgs. Etc. ( <b>DM</b> )	12		
Clerical	Allow ( <b>JD</b> )	5		
Disbursements	Mileage 24 wks x 5 days x 25km/day x 0.51/km			
		<b>SUBTOTAL</b>	<b>1,125</b>	<b>\$ 135,000.00</b>
<b>Proposed Deliverables:</b> Shop drawings and Bill of Material		13% HST		\$ 17,550.00
		<b>TOTAL</b>		<b>\$ 152,550.00</b>

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

**BY-LAW 2022-49**

**REMUNERATION:** A by-law to provide for the remuneration of members of Council and Local Boards.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 10 of the Municipal Act, S.O. 2001, c. 25 ENACTS as follows:

1. (a) **HEAD OF COUNCIL**

Effective December 1, 2021 the Corporation shall pay to the Head of Council an annual remuneration of \$77,707.50 for the Head of Council's services. In addition, the Head of Council shall receive a vehicle allowance of \$431.41 per month. The vehicle allowance shall be adjusted annually in accordance with the increase in the consumer price index (CPI) for the preceding October to October period.

(b) **COUNCILLORS**

Effective December 1, 2021, the Corporation shall pay to each Councillor of the City an annual remuneration of \$24,971.96 for the Councillor's services. In addition, each member of Council shall receive a vehicle allowance of \$239.60 per month. The vehicle allowance shall be adjusted annually in accordance with the increase in the consumer price index (CPI) for the preceding October to October period.

2. (a) **BENEFITS FOR HEAD OF COUNCIL AND MEMBERS OF COUNCIL**

For the Head of Council the Corporation shall pay the premiums for the following eligible benefits:

Semi private hospitalization, extended health care, out of country travel insurance, dental coverage, group life insurance and group accidental death and dismemberment insurance as provided to non-union/supervisory personnel of the City.

The Head of Council shall be eligible for these benefits during the time that they are Head of Council and in the event of the disability of the Head of Council the entitlement shall continue until the end of the term of that Council.

In the event of the death of the Head of Council while they are in office, the surviving spouse and eligible dependants will be entitled to semi private hospitalization, extended health care, dental and out of country travel insurance until the end of the term of that Council.

For greater certainty, group long term disability and accumulated sick leave short term disability are not benefits covered by the Corporation for the Head of Council.

- (b) For the Members of Council, should they so choose within 30 days of assuming elected office and at their own expense, shall be entitled to purchase the following benefits:

Semi private hospitalization, extended health care, out of country travel insurance, dental coverage, group life insurance and group accidental death and dismemberment insurance as provided to non-union/supervisory personnel of the City.

A Member of Council shall be eligible for these benefits during the time that they are a Member of Council and in the event of the disability of the Member of Council the entitlement shall continue until the end of the term of that Council.

In the event of the death of the Member of Council while they are in office, the surviving spouse and eligible dependants will be entitled to the benefits set out above until the end of the term of that Council.

For greater certainty, group long term disability, accumulated sick leave and short term disability are not benefits covered by the Corporation for the Member of Council.

3.

**COMMITTEE OF ADJUSTMENT**

Pursuant to Section 44(9) of the Planning Act, R.S.O. 1990, the annual remuneration paid to the members of the Committee of Adjustment shall be:

Chairman - \$1,235.00  
Member - \$990.00

4.

**LOCAL IMPROVEMENT COMMITTEE OF REVISION**

Pursuant to regulation 586/06 filed under the Municipal Act, R.S.O. S.O. 2001, the remuneration paid to members of the Committee of Revision shall be:

Chair - \$75.00 per meeting  
Member - \$50.00 per meeting

5.

**PROPERTY STANDARDS APPEAL COMMITTEE**

Pursuant to Section 15.1 of the Building Code Act, 1992, S.O. 1992 c. 23, the remuneration paid to members of the Property Standards Appeal Committee shall be:

Chair - \$41.20 per hearing  
Member - \$34.00 per hearing

6.

**FENCE VIEWERS COMMITTEE**

Pursuant to *Line Fences Act*, R.S.O. 1990, c. L.17 and amendments thereto the remuneration paid to members of the Fence Viewers Committee shall be:

**PER DIEM RATE**

Each fence-viewer shall be paid the sum of \$50.00 for each day's work done under the *Line Fences Act*.

7.

**ADJUSTMENTS**

The amounts set out in Section 1 of this by-law shall be adjusted as follows:

Commencing on December 1, 2022 and on December 1<sup>st</sup> for each year thereafter, the amounts shall be increased by the percentage determined by averaging the wage settlements between The Corporation of the City of Sault Ste. Marie and its management staff and its employees in the Canadian Union of Public Employees bargaining units for that particular year.

8.

**BY-LAW REPEALED**

By-law 2011-39 is repealed.

9.

**EFFECTIVE DATE**

The effective date of this by-law shall be December 1, 2021.

**PASSED** in Open Council this 21<sup>st</sup> day of March, 2022.

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK - RACHEL TYCZINSKI

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2022-50**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Horse and Pony Club Inc. to extend the Licence to Occupy with the Sault Ste. Marie Horse and Pony Club Inc. for another ten (10) years.

**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 21, 2022 between the City and Sault Ste. Marie Horse and Pony Club Inc. a copy of which is attached as Schedule "A" hereto. This Agreement is to extend the Licence to Occupy with the Sault Ste. Marie Horse and Pony Club Inc. for another ten (10) years.

**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 21<sup>st</sup> day of March, 2022.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

## Schedule “A”

## LICENCE TO OCCUPY CITY PROPERTY

**THIS LICENCE** made in duplicate this 21st day of March, 2022.

## BETWEEN:

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

- and -

# **SAULT STE. MARIE HORSE AND PONY CLUB INC.**

(hereinafter referred to as the “Licencee”)

The City grants to the Licencee the right to occupy the property of the City ("the City Property") identified as a portion of Strathclair Farm as shown on the plan attached and marked as Schedule "B" to this Licence to Occupy City Property for the purpose of equestrian activities. This Licence is subject to the conditions set out in Schedule "A" attached.

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

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

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

## **SCHEDULE "A"**

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to occupy and maintain the City Property for the purposes of equestrian activities.
2. For the term, the City has no obligation to make any improvements or provide any maintenance to the City Property described in this Licence. These obligations are the Licencee's.
3. **Term**

The Term of this Licence shall commence on the 21st day of March, 2022, and shall be for a period of ten (10) years, terminating on March 21st, 2032. This Agreement may be renewed if the Licencee provides the City with written notice of its desire to renew this Licence sixty (60) days before the expiry of the Term and the parties thereafter successfully negotiate the terms of the renewal of this Licence.

The City or the Licencee may cancel this Licence on giving ninety (90) days' written notice to the other party of their intention to do so.

Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

<b>CITY</b>	Director, Community Services The Corporation of the City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, ON P6A 5X6
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<b>LICENCEE</b>	President Sault Ste. Marie Horse and Pony Club Inc. c/o Kelsey Kelley 106 Southwood Drive Sault Ste. Marie, Ontario P6B 4M1
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4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's animals and property covered under this Licence, the intent being that the City

shall be at no risk or expense to which it would not have been put had the Licencee's property not been so installed, used, maintained, occupied or been removed by the Licencee.

6. The Licencee will not use or permit the use of the City Property for any purpose other than the purpose herein set out.
7. The Licencee agrees to maintain at all times during the currency of this Licence hereinbefore described, a minimum of two million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date. Given the length of the term of the agreement the minimum amount of the insurance may change over time as insurance requirements change.
8. The Licencees acknowledge that if there is City infrastructure, located on and/or under the City Property the Licencee agrees not to impede access to this Infrastructure by the City where necessary. If the City requires access to the City Property for any purpose the City shall leave the City Property in as neat and tidy a condition as possible.
9. The Licencee agrees to permit the City or its duly authorized agents to enter upon and examine the state of repair of the subject property.
10. The Licencee acknowledges and agrees that it shall maintain and repair as may become necessary from time to time, the roadway running from the barnyard to Old Garden River Road in a proper, sufficient and safe manner and solely at its own expense to include all snowplowing operations on the said roadway, as may be necessary.
11. The Licencee shall not make any alterations or improvements on the subject property without prior written approval of the City's Community Services Department. All such alterations, additions or improvements shall become the property of the City upon installation. No such installations, improvements or fixtures (except furniture and other portable items) shall be removed without the written consent of the City's Community Service Department, given prior to the said removal.
12. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the maintenance, use, occupation of the equestrian facility and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations. Further, the Licensee covenants not to produce on the premises or allow to be brought on the premises any

toxic or hazardous substance or any substance which if it were to remain on or escape from the premises would contaminate the premises or any other property in which it came in contact.

13. The Licencee shall comply with any direction of public offices with respect to the subject property or use or occupation thereof and more particularly, without limiting the generality of the foregoing, to post signs relating to "NO SMOKING IN BARNS", 'NO TRESPASSING OVER RESTRICTED AREA" "NO PARKING" and related measures.
14. The Licencee will advertise to the general public the opportunities and advantages of membership in the Sault Ste. Marie Horse and Pony Club Inc. at least twice annually.
15. The Licencee agrees to promptly pay all charges or costs for heat, water, electricity and other utilities of any nature or kind. And, the Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the occupation of the premises.
16. The Licencee agrees to provide the Licencee's Annual Financial Statements to the City within six months of the Licencee's year end.
17. The Licencee agrees to permit a City Representative (Director of Community Services or his/her delegate) to attend Board meetings by providing the Licencee with two (2) weeks advance written notice.
18. The Licencee consents to the registration of this Licence on title to both the City Property and the Licencee's lands benefiting from the Licence. The Licencee shall be responsible for the costs of the said registration of this Licence.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2022-51**

**ENGINEERING:** A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the renewal of the Advisory Services Engineering Agreement for a five-year term.

**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 21, 2022 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for the renewal of the Advisory Services Engineering Agreement for a five-year term.

**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 21<sup>st</sup> day of March, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Association of Consulting Engineering  
Companies | Ontario (ACEC-Ontario) in  
partnership with the  
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT  
FOR  
*PROFESSIONAL CONSULTING SERVICES*

2020  
(VERSION 3.1)

*Please enter the title of the project/assignment*

Sault Ste. Marie Wastewater Advisory Services  
2022 to 2026

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**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**Dated the 21st day of March 2022**

**-BETWEEN-**

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

Hereinafter called the 'Client'

**-AND-**

**AECOM Canada Ltd.**

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Request consulting engineering services to address wastewater conveyance, wastewater treatment, and wastewater control systems issues as they arise.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## DEFINITIONS

**1. Client**

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

**2. Engineer**

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

**3. Municipal Engineers Association (MEA)**

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

**4. Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)** shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

**5. Order of Precedence:**

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

## ARTICLE 1 - GENERAL CONDITIONS

### 1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

### 1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

### 1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### 1.4 **Drawings and Documents**

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### 1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

### 1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

#### **1.7 Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

#### **1.8 Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

#### **1.9 Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his/her Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

#### **1.10 Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.

#### **1.11 Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$ 5,000,000 per occurrence and in the aggregate for general liability and \$ 2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$ 2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

#### **1.12 Force Majeure**

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

#### **1.13 Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

#### **1.14 Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

#### **1.15 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

#### **1.16 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

#### **1.17 Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 5 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

#### **1.18 Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

#### **1.19 Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

#### **1.20 Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

#### **1.21 Dispute Resolution**

- 1) Negotiation
  - a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
  - b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the *Arbitration Act, 1991, S.O. 1991, C. 17*.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991, S.O. 1991, C.17*, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
  - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
  - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
  - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.
- 4) Adjudication
- Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
  - Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

## **1.22 Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

## **1.23 Estimates, Schedules and Staff List**

### **1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- An estimate of the total fees to be paid for the Services.
- A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

### **1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
- Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

## **1.23.3**

### **Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

#### **1.24 Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

N/A

## **ARTICLE 2 – SERVICES TO BE PROVIDED**

- 2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

The Consultant shall provide consulting engineering services on an as-needed basis to address wastewater conveyance, wastewater treatment, and wastewater control systems issues as they arise. The City's Engineering Department will issue a request to provide services for each task to be completed under this agreement.

- 2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

The Client shall provide the Consultant with the following, unless already provided:

1. Copies of background information/documents related to each task.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
3. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 to 3 hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 **Definitions**

For the purpose of this Agreement, the following definitions shall apply:

#### a) **Cost of the Work:**

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

#### b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### 3.2 **Basis of Payment for this agreement**

### **Fees Calculated on Time**

*Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.*

#### **3.2.1 Fees Calculated on a Percentage of Cost Basis**

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

#### **CALCULATION OF FEE**

TYPE OF SERVICE	PERCENTAGE

### **3.2.2 Fees Calculated on a Time Basis**

#### **a) Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

#### **b) Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

### **3.2.3 Upset Cost Limit**

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5 % for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$75,000 annually from 2022 to 2026, plus applicable taxes made up as follows:
  - (i) \$75,000 plus, applicable taxes for Core Services ~~as described in Schedule A~~; and,
  - (ii) \$ 0 plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

### **3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5 %, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

### **3.2.5 Lump Sum Basis**

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive or labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or

milestone achieved as detailed in the RFP.

- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

### 3.3 Payment

#### 3.3.1 Fees Calculated on a Time Basis Applies

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

#### 3.3.2 Fees Calculated on a Percentage of Cost Basis Does Not Apply

##### a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

##### b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

##### c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within \_\_\_\_\_ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the \_\_\_\_\_ months will be undertaken on a time basis.

##### d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

### **3.3.3 Lump Sum    Does Not Apply**

Based on a milestone basis as per the Engineer's proposal.

### **3.3.4 Invoices Generally**

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

### **3.3.5 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of **12%** per annum.

## ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER:** AECOM Canada Ltd.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This \_\_\_\_\_ Day of \_\_\_\_\_, 2022

Signature		Signature	
Name	Chris Redmond, P. Eng.	Name	
Title	Chief Operating Officer, Canada	Title	

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

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 21st Day of March, 20 22

Signature		Signature	
Name	Mayor Christian Provenzano	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

## ARTICLE 5 – SCHEDULES

*Copies of Request for Proposal and Proposal Submission documents if required.*

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

- Schedule A: Supplementary Conditions – attached OR not used
- Schedule B: Addenda – attached OR not used
- Schedule C: Scope of Services – RFP attached OR not used
- Schedule D: Proposal from engineer – attached OR not used
- Schedule E: Other

Attached
<input checked="" type="checkbox"/>
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<input type="checkbox"/>
<input type="checkbox"/>

NOTE: Attach all appropriate schedule documents as indicated (✓).

## Schedule A: Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the “Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)” - “Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)”

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

### **1.10 Indemnification**

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

### **1.11 Insurance**

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City’s Insurance and Risk Manager.

#### **Commercial General Liability Insurance**

Commercial General Liability (“**CGL**”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

## **Automobile Liability Insurance**

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

## **Professional Liability Insurance**

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

## ***Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment***

Clause 3.2.3 (b) is deleted in its entirety and replaced with the following:

"Included in the fee, the Engineer shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses.

"In addition a communication/Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate."

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2022-52**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Maverick & Son Exteriors and Consulting Services Inc. for the Roofing Replacement Project at 619 Bay Street, Sault Ste. Marie, Ontario.

**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 21, 2022 between the City and Maverick & Son Exteriors and Consulting Services Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Roofing Replacement Project at 619 Bay Street, Sault Ste. Marie, Ontario.

**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 21<sup>st</sup> day of March, 2022.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

CCDC 2

stipulated price contract

2008

619 Bay Street - Roofing Replacement Project

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- \* The Association of Canadian Engineering Companies
- \* The Canadian Construction Association
- \* Construction Specifications Canada
- \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

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**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

**This Agreement** made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.**by and between the parties**hereinafter called the "*Owner*"**and**hereinafter called the "*Contractor*"The *Owner* and the *Contractor* agree as follows:**ARTICLE A-1 THE WORK**The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for

*insert above the name of the Work*

located at

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

*insert above the name of the Consultant*is acting as and is hereinafter called the "*Consultant*" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and

- 1.3 commence the *Work* by the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

## **ARTICLE A-3 CONTRACT DOCUMENTS**

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

\*

\* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

## **ARTICLE A-4 CONTRACT PRICE**

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

/100 dollars      \$

4.2 *Value Added Taxes* (of                  %) payable by the *Owner* to the *Contractor* are:

/100 dollars      \$

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

/100 dollars      \$

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

## **ARTICLE A-5 PAYMENT**

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of percent (                  %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

*(Insert name of chartered lending institution whose prime rate is to be used)*

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## **ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING**

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

### **Owner**

*name of Owner\**

*address*

*facsimile number*

*email address*

### **Contractor**

*name of Contractor\**

*address*

*facsimile number*

*email address*

### **Consultant**

*name of Consultant\**

*address*

*facsimile number*

*email address*

\* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

## **ARTICLE A-7 LANGUAGE OF THE CONTRACT**

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.  
# Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

## **ARTICLE A-8 SUCCESSION**

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

**In witness whereof** the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED  
in the presence of:

**WITNESS**

**OWNER**

*name of owner*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

**WITNESS**

**CONTRACTOR**

*name of Contractor*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*

- (a) *proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
- (b) *the affixing of a corporate seal, this Agreement should be properly sealed.*

## DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

**1. Change Directive**

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

**2. Change Order**

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

**3. Construction Equipment**

*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

**4. Consultant**

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

**5. Contract**

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

**6. Contract Documents**

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

**7. Contract Price**

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

**8. Contract Time**

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

**9. Contractor**

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

**10. Drawings**

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

**11. Notice in Writing**

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

**12. Owner**

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

**13. Place of the Work**

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

**14. Product**

*Product* or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- 15. Project**  
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**  
*Provide* means to supply and install.
- 17. Shop Drawings**  
*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**  
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**  
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**  
*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**  
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**  
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**  
*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**  
*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**  
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**  
*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

## GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
  - .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
  - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
  - .1 the order of priority of documents, from highest to lowest, shall be
    - the Agreement between the *Owner* and the *Contractor*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - Division 1 of the *Specifications*,
    - technical *Specifications*,
    - material and finishing schedules,
    - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

#### GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

#### GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **GC 1.4 ASSIGNMENT**

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

## **PART 2 ADMINISTRATION OF THE CONTRACT**

### **GC 2.1 AUTHORITY OF THE CONSULTANT**

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

### **GC 2.2 ROLE OF THE CONSULTANT**

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

### **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

### **GC 2.4 DEFECTIVE WORK**

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

## PART 3 EXECUTION OF THE WORK

### GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
  - .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
  - .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

### GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

#### GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

#### GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

#### GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

#### GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

### **GC 3.8 LABOUR AND PRODUCTS**

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

### **GC 3.9 DOCUMENTS AT THE SITE**

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

### **GC 3.10 SHOP DRAWINGS**

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
  - .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

### **GC 3.11 USE OF THE WORK**

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

### **GC 3.12 CUTTING AND REMEDIAL WORK**

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

### **GC 3.13 CLEANUP**

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

## **PART 4 ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

## **GC 4.2 CONTINGENCY ALLOWANCE**

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

## **PART 5 PAYMENT**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

### **GC 5.3 PROGRESS PAYMENT**

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
  - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
  - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
  - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Consultant* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.

#### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
  - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

#### **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
  - .1 submit an application for payment of the holdback amount,
  - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

#### **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

## **GC 5.7 FINAL PAYMENT**

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

## **GC 5.8 WITHHOLDING OF PAYMENT**

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

## **GC 5.9 NON-CONFORMING WORK**

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

# **PART 6 CHANGES IN THE WORK**

## **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
  - .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

## **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

## GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
  - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
    - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
    - (4) engaged in the processing of changes in the *Work*.
  - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
  - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Contractor's* field office;
  - .8 deposits lost;
  - .9 the amounts of all subcontracts;
  - .10 quality assurance such as independent inspection and testing services;
  - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
  - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
  - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
  - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .16 removal and disposal of waste products and debris; and
  - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
  - .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
 then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

#### **GC 6.5 DELAYS**

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

## **PART 7 DEFAULT NOTICE**

### **GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

## **GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
  - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

## PART 8 DISPUTE RESOLUTION

### GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

### GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
  - .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*,
 whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

### **GC 8.3 RETENTION OF RIGHTS**

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
  - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner*'s own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor*'s own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### **GC 9.3 ARTIFACTS AND FOSSILS**

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

### **GC 9.4 CONSTRUCTION SAFETY**

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

## **GC 9.5 MOULD**

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
  - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

## **PART 10 GOVERNING REGULATIONS**

### **GC 10.1 TAXES AND DUTIES**

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### **GC 10.3 PATENT FEES**

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

### **GC 10.4 WORKERS' COMPENSATION**

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

## **PART 11 INSURANCE AND CONTRACT SECURITY**

### **GC 11.1 INSURANCE**

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
  - .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
  - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
  - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
  - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
  - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
  - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
  - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
  - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
  - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
  - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

### **GC 12.3 WARRANTY**

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

**CCDC 41**  
**CCDC INSURANCE REQUIREMENTS**

**PUBLICATION DATE: JANUARY 21, 2008**

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
  - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
    - Asbestos
    - Cyber Risk
    - Mould
    - Terrorism

Association  
of Canadian  
Engineering  
Companies

Canadian  
Construction  
Association

Construction  
Specifications  
Canada

The Royal  
Architectural  
Institute of Canada

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2022-53**

**ENGINEERING:** A by-law to authorize the execution of the Contract between the City and Trimount Construction Group for the rehabilitation of the Case Road Culvert (Contract 2022-7E).

**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 Contract dated March 21, 2022 between the City and Trimount Construction Group, a copy of which is attached as Schedule "A" hereto. This Contract is for the rehabilitation of the Case Road Culvert (Contract 2022-7E).

**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 21<sup>st</sup> day of March, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**CASE ROAD CULVERT REHABILITATION**  
**Contract No 2022-7E**

**FORM OF AGREEMENT**

This Agreement, made (in triplicate) this **21<sup>st</sup>** day of **March** in the year 2022, by and between

**Trimount Construction Group**, hereinafter called the "**Contractor**",  
AND

**The Corporation of the City of Sault Ste. Marie**, 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 of the works shown and described in the Contract Documents entitled:

**CASE ROAD CULVERT REHABILITATION**  
**Contract No. 2022-7E**

which have been signed in triplicate by both parties and which were prepared by TULLOCH, acting as Agent and Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, Supplemental General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (1 and 2), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator 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 set forth in the General Conditions, Supplemental 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 Contract Administrator 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, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Contract Administrator 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 telegram addressed as follows:

**The Corporation:**

The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5X6

**The Contractor:**

Trimount Construction Group  
510 Second Line E,  
Sault Ste. Marie, ON  
P6B 4K1

**The Contract Administrator:**

TULLOCH  
71 Black Road, Unit 8  
Sault Ste. Marie, Ontario  
P6B 0A3

**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**

(seal)

---

MAYOR – CHRISTIAN PROVENZANO

---

MUNICIPAL CLERK – RACHEL TYCZINSKI

**THE CONTRACTOR**

(seal)

---

TRIMOUNT CONSTRUCTION GROUP

---

SIGNATURE

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2022-54**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Bell Mobility Inc. to erect a tower, equipment shelter, all necessary cabling and equipment attachments, and access road, on a piece of property located in proximity to the Bellevue Marina.

**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 1, 2022 between the City and Bell Mobility Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to erect a tower, equipment shelter, all necessary cabling and equipment attachments, and access road, on a piece of property located in proximity to the Bellevue Marina.

**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 21<sup>st</sup> day of March, 2022

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

LEASE AGREEMENT

"QUEEN ST E/PINE"  
SAULT STE MARIE, ONTARIO

SITE NO. W9943

THIS AGREEMENT made this 1<sup>st</sup> day of April, 2022

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE  
CITY OF SAULT STE. MARIE

(the "Landlord")

OF THE FIRST PART

-and-

BELL MOBILITY INC.  
5099 CREEK.BANK ROAD, 6N  
MISSISSAUGA, ONTA.RIO  
L4W 5N2

(the "Tenant")

OF THE SECOND PART

WITNESSETH WHEREAS the Landlord is the registered owner of the property municipally known as 48 Pine Street, Sault Ste. Marie, Ontario, which is more particularly described in Exhibit "A" (the "Property") attached hereto and forming a part hereof;

AND WHEREAS the Tenant is desirous of using a portion of the Property being approximately 9.5m x 9.5m (Compound Area) and 6m x 91.76m (Access Road), which is more particularly shown on the plan attached hereto and forming a part hereof as Exhibit "B" (the "Leased Premises") to erect a tower (the "Tower") and an equipment shelter on the Leased Premises for the exclusive use of the Tenant, its agents, employees, contractors, assignees and/or sublessees to attach, adjust, operate, maintain and replace initial and additional cabling, antennas, antenna mounts and any other related equipment attachments required for wireless telecommunications, together with utility easement and, if required, an access road to the Leased Premises;

AND WHEREAS the Tenant has consulted with the Landlord concerning the Tower including its design, location and function and the Landlord has given the Tenant concurrence to proceed with the Tower subject to the provisions herein;

AND WHEREAS the Landlord is agreeable to allow the Tenant to use the Property as herein described subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. USE OF LEASED PREMISES

The Landlord hereby grants to the Tenant permission to use and maintain on the Leased Premises a Tower; an equipment shelter and all necessary cabling, antennas, antenna mounts and any other related equipment attachments (the "Equipment"); and permission to install, reconfigure, attach, operate, maintain and replace the Tower and all of the initial and additional Equipment on the Leased Premises for wireless telecommunications. The Tenant shall be permitted, during the construction phase, to occupy an area outside the Leased Premises for the purpose of constructing the tower, such area to be repaired at

the Tenant's expense and to the reasonable satisfactions of the Landlord. The Tenant shall have the further right to construct and maintain an access road to the Leased Premises, if required.

## 2. TERM

The term of this Lease (the "Term") shall commence on the date that this Lease is executed, as indicated on the first page hereof (the "Execution Date") and shall expire on that date which is five (5) years following the date upon which construction of the tower is commenced (the "Construction Commencement Date"), such date to be verified by the Tenant by way of letter to the Landlord to be delivered as soon as reasonably possible following the Construction Commencement Date, in the form attached hereto as Exhibit "D".

## 3. RENT

The Tenant shall pay to the Landlord, its successors and assigns, rent as set forth in Exhibit "C" (the "Rent"), attached hereto and forming a part hereof, for the use of and access to the Leased Premises as granted by the Landlord herein. In addition, the Tenant shall pay to the Landlord any goods and services tax which it is required to pay by law provided that the Landlord shall inform the Tenant of the applicable registration number.

## 4. OPTION TO EXTEND

Provided the Tenant is not in breach of the Lease at the expiry of the Term, the Tenant shall have three (3) options to extend the Term of the Lease (the "Option to Extend") for a further term of five (5) years each upon the same terms and conditions as contained in the Lease save only for the Rent shown on Exhibit "C" attached hereto. To exercise an Option to Extend, the Tenant shall give notice in writing to the Landlord no later than ninety (90) days prior to the date of expiry of the then current Term.

## 5. ASSIGNMENT

The Tenant shall be permitted to assign, sublet or license the whole or any part of the Tower, Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee (the "Assignee") provided that the Tenant shall not be relieved from any of its obligations under this Lease and further provided that the Assignee(s) agrees to be bound by the terms and conditions of this Lease.

## 6. TENANT'S WORK

- (a) The Tenant shall, at its own expense, install, attach, repair, operate and maintain its Tower and Equipment in a good and workmanlike manner. All installation, reconfiguration, attachment, maintenance, repair and operation to be carried out under this Lease by the Tenant shall be done at the Tenant's expense and risk. Upon the expiration or earlier termination of this Lease, the Tenant agrees to repair at the Tenant's cost and expense to the reasonable satisfaction of the Landlord, all damages, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Landlord's property, including all buildings on the Property by reason of the installation, reconfiguration, attachment, maintenance, operation or removal of the Tenant's Tower or Equipment.
- (b) The Tenant and any Assignee may make any alterations and/or improvements during the Term and any extension thereof without requiring the consent of the Landlord. Such alterations and/or improvements may include, but are not limited to the expansion of existing, or the addition of new, equipment shelter(s), antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other equipment required by the Tenant or any Assignee.
- (c) The Landlord agrees that the Tower and Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and may be removed from the Leased Premises at any time from time to time by the Tenant during the Term or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good any damage caused by such removal, reasonable wear and tear excepted. Failure by the Tenant to remove the Tower and Equipment after receipt of at least ninety (90) days prior written notice by the Landlord to remove same upon the expiration or early termination of this Lease will enable the Landlord to remove the Tower and Equipment at the reasonable expense of the Tenant.

## 7. ACCESS

- (a) The Landlord grants to the Tenant, its agents, employees, contractors, or to an Assignee, all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to the Property, and such other rights as are necessary to enable the Tenant, its agents, employees, contractors or any

Assignee to install, reconfigure, attach, operate, maintain and replace the Tower and Equipment, including but not limited to connecting its Tower and Equipment to the public telephone and utility networks, pursuant to the public telephone and utility's requirements or recommendations and any required right-of-ways as may be detailed in Exhibit "B". The Tenant, at its expense, shall prepare a plan of survey outlining the Leased Premises and all rights of access to and egress from the Property as shown on Exhibit "B" attached hereto and forming a part hereof. Such plan shall be registered with a copy forwarded to the Landlord. Access keys shall be provided by the Landlord to the Tenant if and when keys are requested by the Tenant.

- (b) Where available, the Tenant, its agents, employees, contractors and any Assignee, shall have the use of and access to any existing access driveway and a twenty-four (24) hour parking space located on the Property. If required, the Landlord shall provide the Tenant with parking access cards and provide notice to any security personnel and contracted towing/tagging services.

## 8. ADDITIONAL TAXES

The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term hereof, by a governmental authority (collectively, the "Taxes") upon or in respect of the privileges hereby granted provided that:

- (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant's use of the Leased Premises; and
- (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the "Taxes Notice"), which Taxes Notice shall be delivered no later than eighteen (18) months following the due date for the Taxes set out in such Taxes Notice (the "Taxes Due Date"). If the Landlord fails to deliver the Taxes Notice on or before the date which is eighteen (18) months following the Taxes Due Date, then, notwithstanding anything to the contrary herein, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes.

## 9. ELECTRICITY

The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. Where permitted by the local hydro utility, the Tenant shall at its expense install a separately metered hydro subservice; such electrical consumption shall be billed separately by the local hydro utility to the Tenant.

## 10. FAILURE TO PAY RENT

If the Tenant defaults at any time in any rental payment required under this Lease during the Term or any extension thereof, or fails, or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Landlord shall give the Tenant written notice of such default and the Tenant shall correct such default within thirty (30) days after receipt thereof and if the default remains outstanding on the thirty-first (31st) day the Landlord may terminate this Lease forthwith, except in the event that such default reasonably requires more than thirty (30) days to correct in which case the Tenant shall have a reasonable time to cure such default.

## 11. OVERHOLDING

If the Tenant overholds the Leased Premises beyond the Term of this Lease or any extension provided herein, the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

## 12. TERMINATION

It is agreed and understood that the Tenant may terminate this Lease at any time, for any reason whatsoever, by giving ninety (90) days prior written notice to the Landlord and the Tenant shall be entitled to remove the Tower and all other Equipment from the Leased Premises within a reasonable time thereafter. In the event of such termination the parties shall be released from any further obligations with respect to any matter under this Lease.

## 13. EXCLUSIVE USE

The Landlord shall not during the Term of this Lease, or any extension thereof, use or permit others to use

the Property for the installation of any antennas or equipment which are used for the purpose of wireless telecommunications or which may interfere in any manner with the signals transmitted or received by the Tenant's Equipment.

#### 14. QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord provided the Tenant performs all its covenants under this Lease.

#### 15. INSURANCE & INDEMNITY

The Tenant shall, during the Term and Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than five million dollars (\$5,000,000.00) per occurrence and an annual aggregate limit of not less than five million dollars (\$5,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any damage, loss, injury or death which results from the negligence or willful misconduct of the Landlord, its employees, agents, contractors or those whom it is responsible in law. Notwithstanding anything else contained herein to the contrary, in no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

#### 16. ENVIRONMENTAL

The Landlord warrants, to the best of his knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the "Contaminants"). If Contaminants are discovered by the Tenant during the Term or Extended Term (if applicable), the Landlord shall remove the Contaminants at its expense, or, at its option, indemnify and hold the Tenant harmless from any liability arising from the presence of the Contaminants on the Leased Premises.

#### 17. MODIFICATION

No change or modification to this Lease shall be valid unless it is in writing and is duly executed by both parties hereto.

#### 18. REGISTRATION AND NON-DISTURBANCE

The Tenant may register this Lease or a notice of this Lease on title to the Property in order to show its interest herein and the Landlord shall provide the Tenant with a legal description of the Property for such registration. The Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease. The Landlord further agrees to execute any further documents required and all direct costs shall be borne by the Tenant.

#### 19. NOTICE

Any notice required by this Lease shall be made in writing and shall be considered given or made on the day of delivery if delivered before 5:00 p.m. by facsimile or by personal delivery upon any officer of the Tenant, or three (3) business days after the day of delivery if sent by prepaid registered mail upon the Landlord addressed as follows:

**City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5N1  
Attention: City Solicitor  
Facsimile: (705) 759-5405**

and in the case of the Tenant to:

**BELL MOBILITY INC.  
REAL ESTATE SERVICES  
5099 CREEKBANK ROAD,  
BUILDING D, FLR 6N  
MISSISSAUGA, ONTARIO  
L4W5N2**

**Attention: Real Estate Facsimile: (905) 625-0730**

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

#### **20. EMERGENCY CONTACT INFORMATION**

Bell Mobility's Call Centre can be reached 24 hours a day at (416) 503-4636 to report power outages or other hazardous conditions occurring at the leased premises.

#### **21. BINDING AGREEMENT**

The Landlord covenants that he has good right, full power, and absolute authority to grant this Lease to the Tenant and this Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

#### **22. EXECUTION**

This Lease shall not be in force or bind either of the parties hereto until executed by all the parties named herein.

#### **23. CONDITIONAL PERIOD**

This Lease referred to herein shall be conditional until December 1, 2022, upon the Tenant obtaining at its expense all municipal, provincial, federal or other governmental approvals required for the construction and installation of the Tower and Equipment on the Leased Premises and upon the Tenant satisfying itself in its sole discretion, which discretion may be exercised arbitrarily, that the Property is both technologically and economically viable for the Tenant. If any of the above conditions are not satisfied by the date noted above, then the Tenant may terminate this Lease and the Rent and any other payments made hereunder shall be refunded prorata, to the date of such termination, and both parties shall be released from all further obligations or liabilities under this Lease. These conditions are for the sole benefit of the Tenant and may be waived or extended only by the Tenant at its sole option.

#### **24. ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties hereto with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

IN WITNESS WHEREOF the said parties hereto have duly executed this Lease on the dates noted below

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE (Landlord)**

Per: \_\_\_\_\_

Name: Christian Provenzano

Title: Mayor

Per: \_\_\_\_\_

Name: Rachel Tyczinski

Title: City Clerk

I/We have authority to bind the Corporation

**BELL MOBILITY INC. (Tenant)**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

**EXHIBIT "A"**

To the Lease dated the 1st day of April, 2022

BETWEEN:

**CITY OF SAULT STE. MARIE  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5NI**

(the "Landlord")

- and -

**BELL MOBILITY INC.  
5099 CREEKBANK ROAD, 6N  
MISSISSAUGA, ONTARIO  
L4W5N2**

(the "Tenant")

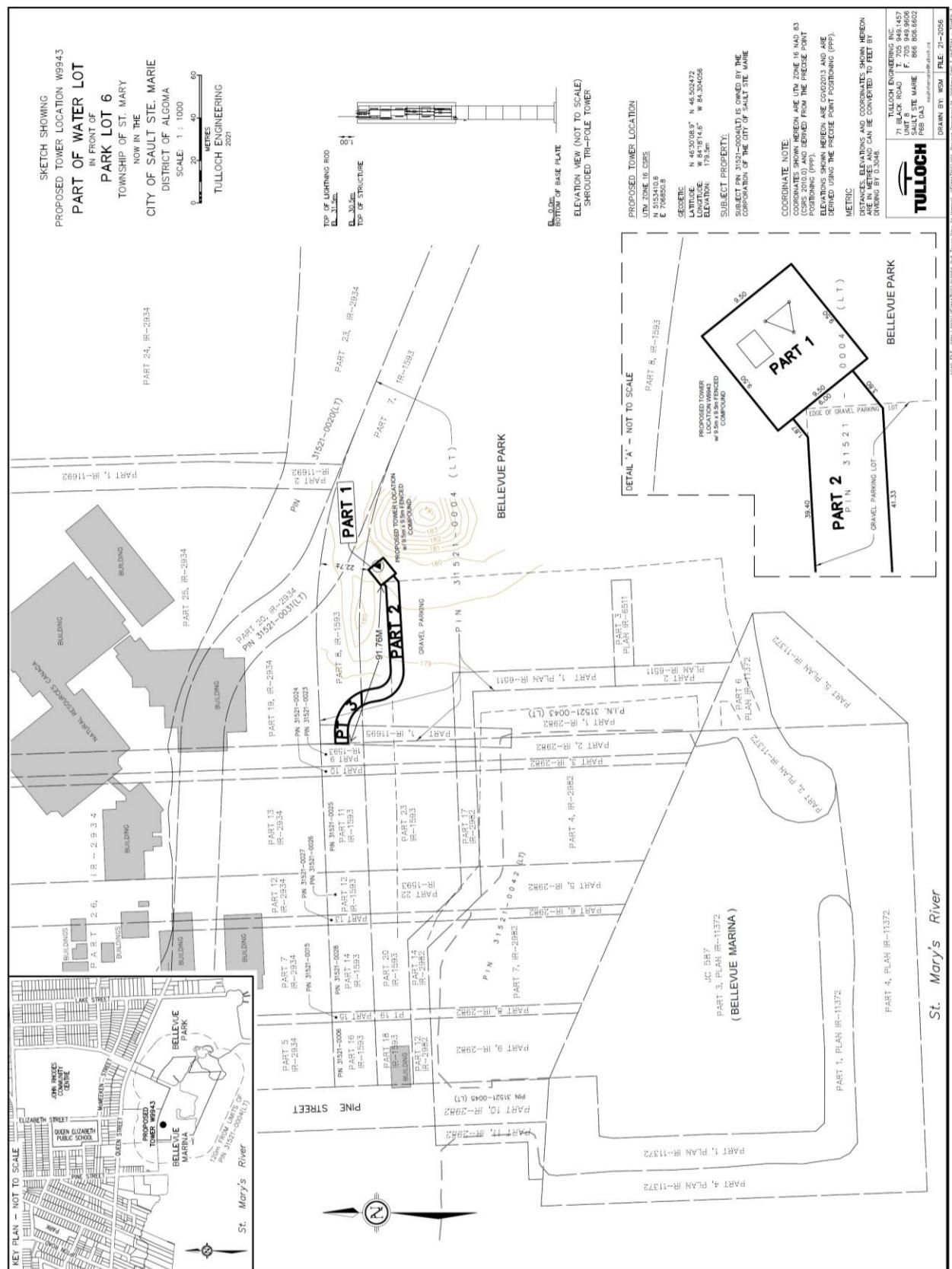
All and singular that certain parcel or tract of land and premises described municipally as 48 Pine Street, Sault Ste Marie, Ontario.

The Property being more particularly described as:

Part of Water Lot in front of Park Lot 6, Township of St. Mary, now in the City of Sault SteMarie, District of Algoma PIN 31521-0004 (LT)

## **EXHIBIT "B"**

## **PLAN OF LEASED PREMISES**



## **EXHIBIT “C”**

### **RENT**

The Tenant shall pay Rent to the Landlord as follows:

- (a) During the period commencing February 1, 2022 or adjusted to the first day of the month construction begins and ending January 31, 2027, the Tenant shall pay to the Landlord annual rent in the amount of Six Thousand One Hundred dollars (\$6,100.00), payable in advance.
- (b) Provided that the Tenant shall have exercised its first (1st) Option to Extend, during the period commencing February 1, 2027 and ending January 31, 2032, the Tenant shall pay to the Landlord annual rent in the amount of Six Thousand Seven Hundred dollars (\$6,700.00), payable in advance.
- (c) Provided that the Tenant shall have exercised its second (2nd) Option to Extend, during the period commencing February 1, 2032 and ending January 31, 2037, the Tenant shall pay to the Landlord annual rent in the amount of Seven Thousand Three Hundred dollars (\$7,300.00), payable in advance.
- (d) Provided that the Tenant shall have exercised its third (3rd) Option to Extend, during the period commencing February 1, 2037, and ending January 31, 2042, the Tenant shall pay to the Landlord annual rent in the amount of Seven Thousand Nine Hundred dollars (\$7,900.00), payable in advance.

## **EXHIBIT “D”**

### **CONSTRUCTION COMMENCEMENT DATE - FORM OF NOTICE**

**[ON BELL MOBILITY INC. LETTERHEAD]**

[\_\_\_\_\_]  
[\_\_\_\_\_]  
[\_\_\_\_\_]

[DATE]

Attention: [\_\_\_\_\_]

Dear [\_\_\_\_\_]:

**Re: Lease made as of [\_\_\_\_\_] (the “Lease”), between Bell Mobility Inc. (the “Tenant”) and [\_\_\_\_\_] (the “Landlord”) for premises at [\_\_\_\_\_]**

The Tenant hereby notifies the Landlord that, pursuant to Schedule “C” of the Lease, the “Construction Commencement Date” (as defined therein) is established as [\_\_\_\_\_].

Sincerely,

**BELL MOBILITY INC.**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2022-55**

**PARKING:** A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

**WHEREAS** from time to time persons have been appointed by-law enforcement officers;

**THEREFORE THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE “A” TO BY-LAW 93-165 REPEALED**

Schedule “A” to By-law 93-165 is hereby repealed and replaced with Schedule “A” attached to this by-law.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 21<sup>st</sup> day of March, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

## **SCHEDULE "A"**

<b>Alan Smith</b>	<b>81</b>
<b>Dave Devoe</b>	<b>84</b>
<b>Edward Pigeau</b>	<b>89</b>
<b>George Robinson</b>	<b>94</b>
<b>Bill Long</b>	<b>96</b>
<b>Jason Levesque</b>	<b>101</b>
<b>Brian Ford</b>	<b>104</b>
<b>Sean Miller</b>	<b>107</b>
<b>Timothy Moreland</b>	<b>108</b>
<b>Arian Finlayson</b>	<b>109</b>
<b>James Kemp</b>	<b>110</b>
<b>Anthony McCoy</b>	<b>111</b>
<b>Edward Thorold</b>	<b>112</b>
<b>Lovedeep Sidhu</b>	<b>113</b>
<b>Brady Bishop</b>	<b>125</b>
<b>Orrette Robinson</b>	<b>126</b>
<b>Anthony Rocca</b>	<b>127</b>
<b>Chelsea Dokis</b>	<b>129</b>
<b>Ryan Vendramin</b>	<b>130</b>
<b>Ravi Kumar</b>	<b>131</b>
<b>Daniel Roussain</b>	<b>132</b>
<b>Aashmeen Thind</b>	<b>133</b>
<b>Cody Poirier</b>	<b>134</b>
<b>Jordan Gregorini</b>	<b>135</b>
<b>Michael Steinburg</b>	<b>136</b>
<b>Marc Flumian</b>	<b>137</b>
<b>Michael Heptbourne-Fletcher</b>	<b>138</b>
<b>Rajneesh Kumar</b>	<b>139</b>
<b>Anthony Gallagher</b>	<b>140</b>
<b>Liam Thibault</b>	<b>141</b>
<b>Jason Merrifield</b>	<b>142</b>
<b>Jasinder Singh</b>	<b>143</b>
<b>Riley Higgins</b>	<b>144</b>
<b>Paul Hillier</b>	<b>145</b>
<b>Mikaela Hinz</b>	<b>146</b>
<b>Tyler Stoutenburg</b>	<b>147</b>
<b>Hailey Harris</b>	<b>148</b>
<b>Alexander Pilot</b>	<b>149</b>
<b>Kieran O'Brien</b>	<b>150</b>
<b>Samuel Elliott</b>	<b>152</b>

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2022-56**

**PARKING:** A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 21<sup>st</sup> day of March, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

**BADGE SPECIAL CONSTABLE****SCHEDULE "A"**

	<b>EMPLOYER</b>	<b>PROPERTY LOCATION</b>
26	MCLEOD,ROD	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30	KENDELL,VERIN	STATION MALL/STATION 49/STATION TOWER
151	PARR,DEREK	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
163	BUMBACCO,PHILIP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE,LAURA LEE	STATION MALL/STATION 49/STATION TOWER
253	TRAVESON,TERRANCE	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
267	CORBIERE,JOHN(TED)	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
276	SMITH,DENNIS,ROBERT	SAULT AREA HOSPITAL
334	MILLER,BRADLEY	TRANSIT SERVICE AREA
344	HARPE,KEN	320 BAY ST.
366	TROINOW,VICTORIA	SAULT HOSPITAL
370	HANSEN,LOUIS	725 NORTH ST.
372	BENOIT,ALAIN	725 NORTH ST.
374	TAAVEL,ANDRE	TRANSIT SERVICE AREA
397	LAFRAMBOISE,YVON	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
411	MOORE,ROBERT	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
443	MARCIL,MARK	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
446	HALLIDAY,DANA	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
459	SLEEMAN,RAY	SAULT AREA HOSPITAL
460	BOUGIE,DAN	SAULT AREA HOSPITAL
463	MORIN,ALEX	GREAT LAKES FOREST RESEARCH CENTRE
464	DITOMMASO,RYAN	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
484	MCLEOD,VIRGINIA	PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX/JOHN RHODES COMMUNITY
493	BROWN,FRASER	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
516	GAY,JAMES	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
517	ROY,BRENDA	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
541	DIMMA,WILLIAM	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	99 FOSTER DR. (CIVC CENTRE)
565	LISCUMB,GERALD	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
566	SWEET,WILLARD	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
568	PICK,DENNY	SAULT AIRPORT
574	BOUCHARD,DARYL	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
599	BUMBACCO,CARL	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
602	GREENWOOD,LESLIE	41 ALBERT ST W
603	LAMMING,DAVE	TRANSIT SERVICE AREA
607	FROST,CHRISTIAN	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	24 QUEEN ST W
609	ROBINSON,SHAWN	24 QUEEN ST W
611	MIZZI,PRESTON	1 QUEEN ST W
619	BERTO,DEBORAH	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERG
622	PROULX,PATRICK	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTI
623	AYTON,BENJAMIN	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUI
624	MIHAILIU,JASON	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUI
627	BAKER,WILLIAM	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLC
633	HILL,MICHAEL	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
634	TIBBLES,COLLEEN	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLC
637	TOMASONE,LUIGI	317 ALBERT ST E
638	SICOLY,TERESA	1-475 AIRPORT RD.
643	SHAW,KEVIN	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPC
644	SANTA MARIE,ROBERT	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTI
646	BOOTH,ABBY	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTI
649	GRAHAM,STEVEN	248 NORTHERN AVE
653	BIOCCHI,CHRISTOPHER	1-475 AIRPORT RD.
664	HAMMERSTEDT,ERIC	RJ'S MARKET
665	MATTHEWS,SUANNE	695 TRUNK RD.
666	AITKEN,ANDREW	SAULT HOSPITAL
669	BOREAN RICK	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPC
670	MCGUIRE,STEVE	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE,PATRICK	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	SAULT AIRPORT
676	THOMPSON,JOHN	SAULT AIRPORT
677	MACMILLAN,TYLER	SAULT AIRPORT
678	PERRON,JENNIFER	SAULT AIRPORT
679	CHATEAUNEUF,YVON	SAULT AIRPORT

686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI.MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
707	FINN, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
708	POWLEY, CHAD	G4S SECURITY	SAULT AREA HOSPITAL
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St.
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT AREA HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/JC
717	GUY, AMY	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/JC
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
733	GREGORCHUK, CATHERINE	REAL ESTATE STOP INC	2 QUEEN STREET WEST
735	KEMP, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/ ST. BERNARDS 1139 QUEEN ST E / 303 MACDONALD AVE / 405 QUEEN S
740	VERMA, ABISHEK	NORTHEAST SECURITY	S COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524,524A,536,& 536A GOULAI S AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/ 700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
750	NEVEAU, ERIC	NORTHEAST SECURITY	S COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
751	BRETON, JULIEN	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
753	DISANO, RONALD	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
754	DAVIES, RHONDA	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/JC
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/JC
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
759	FITTON, MATTHEW	G4S SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4S SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4S SECURITY	SAULT AREA HOSPITAL
763	CIOTTI, MARK	DSSAB	SSM HOUSING PROPERTIES
764	PARDY, NATHAN	KC SECURITY	Bellevue Park&Marina, Strathclair Park, James Elliot Park, Roberta Bondar
765	LAPRADE, DANIEL	KC SECURITY	Park&Marina,Pointe Des Chenes, PWT, 556 Queen St E, ADSB& HSCDSB-AII Locations,
766	PALARO, DONALD	CITY OF SAULT STE MARIE	Bellevue Park&Marina, Strathclair Park, James Elliot Park, Roberta Bondar
767	JOHNSON, DREW	CITY OF SAULT STE MARIE	Park&Marina,Pointe Des Chenes, PWT, 556 Queen St E, ADSB& HSCDSB-AII Locations,
768	TULLOCH, BRANDON	NORTHEAST SECURITY	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUI
769	WEST, NADINE	NORTHEAST SECURITY	ROBERTA BONDAR PARK & BELLEVUE MARINA
770	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
771	JANKAR, PAVAN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
772	SINGH, ARSHPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
773	VERMA, PUNEET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
774	GILL, HARPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
775	KUMAR, ANKUR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
776	FRANCE, ADAM	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
777	LONG, CHRISTYNE	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
778	SEWELL, CAROLYN	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
779	BONIN, THOMAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
780	SINGH, GURPREET	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
781	PATEL, JANKI	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
782	PATEL, PARAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
783	THOROLD, EDWARD	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
784	MORIN, KEVIN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
785	SULLIVAN, KASSANDRA	G4S SECURITY	SAULT AREA HOSPITAL
786	DUDGEON, JAMIE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
787	HINZ, MIKAELA	NORTHEAST SECURITY	S COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
788	LAPISH, ALEXANDER	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST. KORAH RD GOULAI S AVE
789	BRUNI, MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL
790	GREGO, JOSHUA	166721 ONTARIO INC	DOCTORS BUILDING - 955 QUEEN ST E
791	SGOURADITIS, RENEE	UNIT PARK	420 QUINTON ST. FOSTER DR
792	CHAPMAN, DANIEL	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST. KORAH RD GOULAI S AVE

E 793 DEEVEY, CODY-LEE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
E 794 CHIASSON, VIOLOA	WILLIAMS MCDANIEL	GARDEN COURTS APARTMENTS - 721/731 PINE ST; 62/76 ALLARD ST
E 795 PLAUNT, DOUGLAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
E 796 SINGH, RAMANDEEP	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
E 797 PETERS, JOHNATHAN	HOLIDAY INN EXPRESS	320 BAY STREET
E 798 ROBINSON, GRANT	HOLIDAY INN EXPRESS	321 BAY STREET
E 799 VINE, GLEN	HOLIDAY INN EXPRESS	322 BAY STREET
E 800 GRECO, GIUSEPPE	QUEENSTOWN IDA	302 QUEEN ST E (PROPERTY ON KING ST)
E 801 FOUCHER, JORDAN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY

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

**BY-LAW NO. 2022-57**

**PROPERTY SALE:** A by-law to authorize the sale of surplus property being civic 328 Queen Street East, legally described in PIN 31542-0034 (LT) to Carmen Muto Plumbing & Heating Inc.

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

**1. LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

**2. SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Carmen Muto Plumbing & Heating Inc. or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

**3. EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

**4. SCHEDULE “A”**

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

**5. EFFECTIVE DATE**

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

**PASSED** in open Council this 21<sup>st</sup> day of March, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

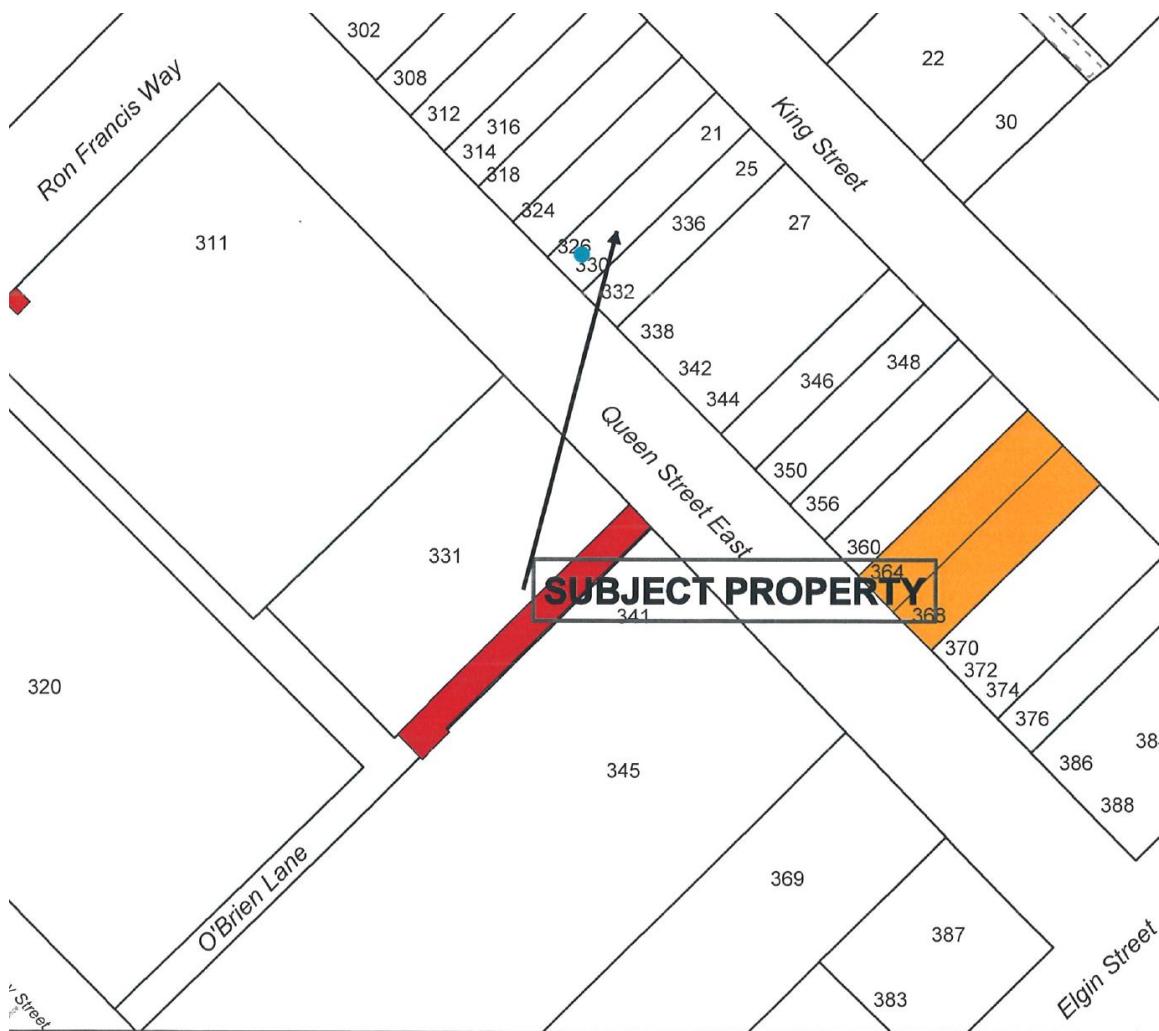
## **SCHEDULE “A” TO BY-LAW 2022-57**

PURCHASER: CARMEN MUTO PLUMBING & HEATING INC.

ADDRESS: 328 QUEEN STREET EAST  
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31542-0034 (LT)  
LT 13 PL 327 ST. MARY'S S/T INTEREST IN  
T338585; SAULT STE. MARIE

CONSIDERATION: ONE THOUSAND TWO HUNDRED (\$1,200.00)  
DOLLARS



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2022-58**

**APPOINTMENT OF N1 SOLUTIONS OFFICERS:** A by-law to appoint by-law enforcement officers to enforce various parking provisions of By-law 77-200 of The Corporation of the City of Sault Ste. Marie, as amended or a successor thereof, within the municipal boundary of the City of Sault Ste. Marie.

Additionally, a by-law to appoint by-law enforcement officers to enforce parking provisions of by-law 4001 of The Corporation of the City of Sault Ste. Marie, as amended or a successor thereof.

Furthermore, a by-law to appoint by-law enforcement officers to enforce provisions of by-law 2019-200 of The Corporation of the City of Sault Ste. Marie, as amended or a successor thereof, on the Sault Ste. Marie Area Hospital, known civically as 750 Great Northern Road, Sault Ste. Marie and any public or municipal property abutting thereto where deemed advisable by the enforcement agency.

**WHEREAS** from time to time persons have been appointed by-law enforcement officers for agency contracted by the City or others;

**AND WHEREAS** it is deemed advisable to have one by-law which set out all appointments for that respective agency.

**THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

**1. N1 SOLUTIONS OFFICERS AREA OF ENFORCEMENT:**

- a. By-law 77-200 as it relates to parking infractions only.
- b. By-law 4001.
- c. By-law 2019-200 on the property of SAH.

**2. SCHEDULE “A”**

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

In the event that any of the persons whose names appear on Schedule “A” to this bylaw, cease to be employed by N1 Solutions, that person’s appointment is automatically terminated.

3. **REPEAL**

By-law 2021-121 is hereby repealed.

4. **EFFECTIVE DATE**

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

**PASSED** in open Council this 21<sup>st</sup> day of March, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

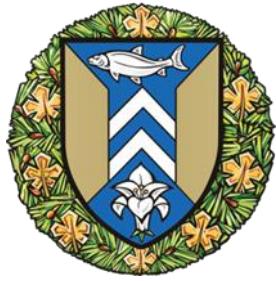
tj:\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2022\2022-58 Traffic Smoking Officers.docx

**Schedule "A"**

**Name**

**Last**                    **First**

Bishop	Brady
Bougie	Daniel
Bruni	Michael
Elliott	Sam
Flumin	Mark
Harris	Hailey
Higgins	Riley
Hinz	Mikaela
Kirk	Kristen
Kumar	Rajneesh
Mitchell	Spencer
Moreau	Nadia
O'Brien	Kieran
Pilot	Alex
Poirier	Cody
Steinburg	Michael
Stoutenburg	Tyler
Tassone	Mark
Thibault	Liam
Gregorini	Jordan
Spina	Sonny
Uchmanowicz	Aaron
Singh	Tarunveer



**The Corporation of the City of Sault Ste. Marie  
Procedure By-law 2022-100**

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# **THE CORPORATION OF THE CITY OF SAULT STE. MARIE BY-LAW 2022-100**

**COUNCIL PROCEDURE:** A by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 238 of the *Municipal Act, 2001*, and amendments thereto, ENACTS as follows:

## **1. Rules of Procedure Adopted**

1.1 In all proceedings had or taken by the Council the following rules and regulations shall be observed, and shall be the rules and regulations for the order and dispatch of business of the said Council.

1.2 This by-law shall apply to and govern the calling and proceedings of meetings of local boards and committees as defined in section 238 of the *Municipal Act, 2001*, that is:

“committee” means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards;

“local board” does not include police services boards or public library boards;

“meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them, where;

(a) a quorum of members is present, and

(b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

1.3 In keeping with the definition of a “local board” in the *Municipal Act, 2001*, this by- law does not apply to a conservation authority.

1.4 The Procedure By-law shall be reviewed during the term of each Council by establishing a Procedure By-law Review Committee initiated by the City Clerk.

## **DUTIES OF THE MAYOR**

### **2. Head of Council**

#### **2.1 *Mayor Presides***

The Mayor, being the head of the Council, shall preside at all meetings of the Council and shall be addressed as Mr. Mayor or Madam Mayor as the case may be.

#### **2.2 *Right to Vote***

The head of Council (except where the head of Council is disqualified to vote by reason of conflict of interest or otherwise) may vote with the other members on all questions. Any question on which there is an equality of votes shall be deemed to be defeated.

#### **2.3 *State Facts and Position Without Leaving Chair***

The head of Council may state relevant facts and their position on any matter before Council and may debate the question before Council without leaving the Chair.

#### **2.4 *Information to Council Without Leaving Chair***

The head of Council may, without leaving the Chair, address the Council between proceedings on any matter which the head of Council deems pertinent to the business of the municipality.

#### **2.5 *Acting Mayor***

At the first regular meeting of Council in its term, a by-law shall be placed on the Agenda to designate a rotation list for Acting Mayor. Each Councillor shall be assigned a month of the year during which that Councillor shall act in the event that the Mayor:

- a) does not attend at a meeting within fifteen minutes after the time appointed for the meeting;
- b) has informed the City Clerk that they will be late to the meeting;
- c) is unable to chair the meeting or a portion thereof due to the provisions of the *Municipal Conflict of Interest Act*;
- d) cannot attend to the business duties of the position of Mayor due to illness or absence;
- e) refuses to act; or
- f) if the Mayor's office is vacant.

These provisions only extend to the Acting Mayor presiding at Council Meetings.

The rotation list shall be determined by lot drawn by the City Clerk.

#### **2.6 *Amendment to List of Acting Mayors***

A motion to amend the rotation list of Acting Mayors may be made without notice upon the written consent of the Councillor directly concerned.

### **MEETINGS OF COUNCIL**

#### **3. Inaugural Meeting**

##### **3.1 *Date***

The inaugural meeting of the newly elected Council following a regular election shall be considered the Council's first meeting and shall be held on (or as near as practicable after) the 15<sup>th</sup> day of November.

The City Clerk shall be responsible for the content of the Agenda of the inaugural meeting. The contents of the Agenda shall be as follows:

- a) Opening of the Meeting (opening ceremonies)
- b) Mayor's Declaration of Office and Oath of Allegiance
- c) Councillors' Declarations of Office and Oaths of Allegiance
- d) Mayor's Inaugural Address
- e) Councillors' Inaugural Addresses
- f) Adjournment

##### **3.2 *Seating of Members***

Prior to the inaugural or first meeting of the Council in each election year the order of seating of Council members shall be determined in the following manner. So long as

members are elected from wards and the chamber is divided into two sides or rows, one member from each ward shall be seated in each row or side. The member with the greatest seniority of continuous service shall be seated at the end of the row or side closest to the head of Council. Where seniority is equal, seating shall be determined alphabetically by last name. The order of seating shall remain in effect for the whole of the term.

#### **4. Regular Meetings**

##### **4.1 Date and Time**

Regular meetings of Council shall be held at 4:30 p.m. on Mondays at approximately three week intervals. Where a Council meeting would fall on a holiday Monday, the meeting shall take place the next day, being the following Tuesday.

##### **4.2 Length of Meeting**

No meeting of Council shall exceed five (5) hours in length, including breaks, but excluding any portion of the meeting closed to the public. At the five (5) hour mark, the City Clerk shall call for a resolution to suspend the provisions of this by-law. Unless that resolution passes by a two-thirds vote of the members of Council present, Council shall adjourn the meeting.

##### **4.3 Cancellation**

Despite the provisions of section 4.1, the head of Council may, after consulting with other members of the Agenda Review Committee, cancel a regular meeting of Council if, in their opinion, the items proposed for the Agenda are not of sufficient importance or urgency to warrant the holding of a meeting. Notice of such cancellation shall be posted to the City's web page and distributed to the media electronically as soon as possible.

##### **4.4 Changing Date or Time**

The Council may change the time or date or both of a regular meeting of Council by passing a resolution at a meeting preceding the proposed meeting. Notice of such cancellation shall be posted to the City's web page and distributed to the media electronically as soon as possible.

##### **4.5 Notice**

Notice of meetings of Council, local boards and committees will appear on the City's web page.

##### **4.6 Place of Meeting**

All regular meetings of the Council shall be held in the Council Chambers unless the Council has by resolution appointed some other place.

###### **4.6.1 Electronic Participation**

Open and closed meetings of Council (and its boards and committees) may take place physically or electronically or a hybrid of both. Members who participate in open or closed meetings electronically shall be counted for purposes of quorum. Electronic meetings of Council and its boards and committees shall be livestreamed for public viewing.

##### **4.7 Commencement Proceedings**

As soon after the scheduled time of the meeting as there is a quorum present, the head of Council shall call the members present to order.

#### **4.8 Quorum**

A majority of the whole number of members required to constitute the Council shall be necessary to form a quorum, and no meeting shall be held or continue unless a quorum is present except as provided for in the *Municipal Conflict of Interest Act*.

#### **4.9 Quorum Lacking – Adjourn**

Unless a quorum is present within thirty minutes after the time appointed for the meeting of Council, the Council shall stand adjourned either until the next regular scheduled meeting or until a special meeting is called to deal with the matters intended to be dealt with at the adjourned meeting. The City Clerk shall record the names of the members present at the expiration of the thirty minute time limit in the minutes.

#### **4.10 Meetings Open to Public**

Meetings shall be open to the public and no person shall be excluded therefrom except for improper conduct. An electronic meeting is open to the public when it is livestreamed for public viewing.

#### **4.11 Electronic Recording**

Any person may make an electronic recording of Council or committee meetings provided that the activity does not, in the opinion of the Chair, interfere with the proceedings or interfere with Council sanctioned recording of the meeting.

#### **4.12 Declarations of Conflict of Interest**

Written declarations of a Conflict of Interest are required for open and closed meetings. A registry of the declarations shall be made available for public inspection.

### **5. Closed Session**

#### **5.1 Municipal Act Provisions**

Notwithstanding the provisions of section 4.10 above, and pursuant to the provisions of the *Municipal Act, 2001*, a meeting or part of a meeting may be closed to the public if the subject matter being considered is:

- a) the security of the property of the municipality or local board;
- b) personal matters about an identifiable individual, including municipal or local board employees;
- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- d) labour relations or employee negotiations;
- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- i) a trade secret or scientific, technical, commercial financial or labour relations information, supplied in confidence to the municipality or local board, which, if

- disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- 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; or
  - k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board;
  - l) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13(1) of this Act, or the investigator referred to in subsection 239.2 (being the section authorizing appointment of a closed meeting investigator).
  - m) A meeting shall be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the Council, board, commission or other body is the head of an institution for the purposes of that Act.

#### **5.2 Educational or Training Sessions**

A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

- a) the meeting is held for the purpose of educating or training the members.
- b) at the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council, local board or committee.

#### **5.3 Recording Closed Sessions**

Closed sessions of Council shall be recorded using digital audio-video recording technology. The City Clerk's department shall be responsible for the care and retention of the resulting records. This provision is not intended to apply to local boards and committees of Council.

#### **5.4 Voting**

Voting is not permitted in a closed meeting unless the vote is for a procedural matter or for giving directions or instructions to officers, employees or persons retained by or under contract with the municipality.

#### **5.5 Closed Meeting Investigation**

Should a report be issued by a closed meeting investigator finding that a meeting or part of a meeting that was the subject of an investigation by that person appears to have been closed to the public contrary to section 239 of the *Municipal Act, 2001* or to this procedure by-law, Council must pass a resolution stating how it intends to address the report.

### **6. Special Meetings**

#### **6.1 Calling**

A special meeting of Council may be called in one of the two following ways:

- a) the head of Council may at any time summon a special meeting; or
  - b) upon receipt of a petition of the majority of the members of Council, the City Clerk shall summon a special meeting for the purpose and at the time and place mentioned in the petition.
- 6.2 *Notice to Members of Council*  
Notice of special meetings setting forth the matter or matters to be considered shall be given to all members of Council either:
- a) by email or delivery to each member of Council at their home or place of business not less than six hours in advance of the time fixed for the meeting; or
  - b) by such other manner as the head of Council shall direct.
- 6.3 *Notice to the Public*  
Notice of special meetings shall be posted to the City's web page and distributed to the media electronically as soon as possible.
- 6.4 *Full Explanation in Notice*  
Council shall not be competent to consider or decide any matter at a special meeting unless it has been fully explained in the notice calling the meeting. This provision may be waived upon consent of all of the members of Council present, which shall be recorded in the minutes.
- 6.5 *Emergency Meetings*  
On urgent and extraordinary occasions, with the verbal consent of two-thirds of all members of Council, an emergency meeting may be held and in this case the notice provisions of subsection 6.2 and 6.3 do not apply.
- ## RULES OF CONDUCT AND DEBATE
7. **Rules of Procedure**
- 7.1 *Head of Council Presides*  
The head of the Council shall preserve order and decorum, and decide questions of order, subject to an appeal to the Council.
- 7.2 *Address the Chair*  
Any member desiring to speak shall, when seated, so signify a desire by fully extending their arm until the attention of the head of Council has been received and, upon being recognized by the head of the Council, shall address the Chair. When a member is speaking, no other member shall hold discourse which may interrupt the member speaking nor interrupt them except to raise a point of order.
- 7.3 *Two Members Recognized*  
When two or more members signify their intention to speak in accordance with section 7.2, the head of Council shall recognize the member who first signified an intention and shall note and next recognize other members who have so signified their intention in the order in which they have signified their intention. The decision of the head of Council is final.

**7.4 Disrespectful or Irrelevant Speech**

No charge shall be made involving the character or conduct or language of a member of the Council unless such member is present to reply or unless due notice has been given to that member to be present to defend themselves.

**7.5 Questions That Shall Not be Put**

A member shall not:

- a) put a question that contains epithets;
- b) put a question that publishes the names of persons, or contains statements not strictly necessary to render the question intelligible, or contains charges which the member who asks the question is not prepared to substantiate; or
- c) renew a question when it has been fully answered.

**7.6 Points of Order**

Whenever any point of order or matter of urgency arises it shall be immediately taken into consideration by the head of Council.

**7.7 Rulings on Points of Order**

When the head of the Council is called upon to decide a point of order or procedure, the point shall be stated without unnecessary comment, and they shall state the rule or authority applicable to the case.

**7.8 Privilege, Point of Order – Members Called to Order – Appeal**

A member who desires to address Council upon a matter that concerns the rights or privileges of the Council collectively, or of themselves as a member thereof, shall be permitted to raise such matter of privilege. A matter of privilege shall take precedence over other matters. While the head of Council is ruling on the point of privilege, no one shall be considered to be in possession of the floor.

**7.9 Violation of Rules of Procedure**

A member who desires to call attention to a violation of the rules of procedure shall ask leave of the head of Council to raise a point of order. When leave is granted, the member shall state the point of order with a concise explanation following which the member shall remain seated until the head of Council has decided the point of order. The speaker in possession of the floor when the point of order or privilege was raised shall have the right to the floor when debate resumes.

**7.10 Member Called to Order**

A member called to order by the head of Council shall not speak again without the permission of the head of Council unless to appeal the ruling of the head of Council.

**7.11 Appeal to Council – Privilege, Point of Order**

The decision of the head of Council on a matter of privilege or point of order shall be final, subject to an immediate appeal by a member of Council.

**7.12 On Appeal – Head of Council to Provide Reasons**

If the decision is appealed, the head of Council shall give concise reasons for their ruling and Council shall decide the question without debate. The decision of Council is final.

#### *7.13 Motions Out of Order*

Whenever the head of Council is of the opinion that any motion offered to the Council is contrary to the provisions of this by-law, the head of Council shall advise the members thereof immediately and quote the rule or authority applicable. Argument or comment shall not be permitted. Unless the ruling of the Chair is appealed to the Council the motion shall not be put.

#### *7.14 Conduct of Members*

A member shall not:

- a) disobey the provisions of this by-law or decision of the head of Council or Council on questions of order or practice or upon the interpretation of the rules of procedure; or
- b) breach parliamentary decorum.

#### *7.15 Member Who Persists In Breach*

A member who persists in a breach of the foregoing subsection, after having been called to order by the head of Council, shall leave their seat for the duration of the meeting, but in case of apology being made by the offender, they may, by resolution of the Council, be permitted forthwith to resume their seat.

#### *7.16 Question Read*

Any member may require the question under discussion to be re-read for clarification at any time during debate but not so as to interrupt a member while speaking.

#### *7.17 Speak Once – Reply*

A member shall not speak more than once on a matter without leave of Council except:

- a) in explanation of a material part of the speech which may have been misunderstood; or
- b) in reply after everyone else wishing to speak has spoken, provided that member is the mover or seconder of the motion.

#### *7.18 Length of Speech*

No member shall, without leave of the Council, speak to any question, or in reply, for longer than five minutes.

#### *7.19 Close Debate*

A motion to close debate takes precedence over any amendment or debate of the motion to which it applies. Debate ceases until the motion to close debate is decided.

#### *7.20 Member Leaving Chamber*

In the event that a member intends to leave the Chamber and not return, prior to adjournment of a meeting, where practicable, they shall so state (including the time at which the member expects to leave) at the beginning of the meeting, or as soon as they become aware of the fact.

The City Clerk shall record such statement in the minutes of the meeting.

#### **7.21 Questions**

When questions are called for on the Agenda, or a specific item is under discussion, inquiries may be made of the head of the Council, or through the head of Council to any Council member or staff person concerning any related matter connected with the business of the City, but no argument or opinion is to be offered, or facts stated, except as may be necessary to provide an explanation. Likewise, in answering any such question a member is not to debate the matter.

#### **7.22 Language**

No member shall use offensive words or unparliamentary language.

#### **7.23 Expulsion from Meeting**

The head of Council may expel or exclude from any meeting any person who has been guilty of improper conduct at the meeting.

#### **7.24 Confidentiality**

A member shall not disclose or release by any means to any member of the public any confidential information acquired by virtue of their office in either oral or written form, except when required by law or authorized by Council to do so.

Where a matter has been discussed in closed session and where the matter remains confidential, a member shall not disclose the content of the matter or the substance of the deliberations of the closed session.

Electronic closed sessions are confidential and no one other than the member should be able to hear the discussion.

A violation of this section of the procedure by-law is a breach of the Code of Conduct for Council and Local Boards.

### **RESOLUTIONS AND MOTIONS**

#### **8. Rules of Procedure**

##### **8.1 Form**

All motions and resolutions shall be in writing. The operative clause shall commence with the words "Resolved that", and shall be moved and seconded.

##### **8.2 Withdrawal**

After a motion is read by the City Clerk, it shall be deemed to be in possession of the Council, and it may only be withdrawn before decision or amendment with the permission of a majority of the members of the Council present. Such motion, if read, shall appear in the Council minutes.

##### **8.3 Reading**

Every motion, once seconded, shall be received and read by the City Clerk except in the cases provided for by the rules of procedure, provided; however, that in motions that have been distributed with or printed in the Agenda, recitals need not be read.

##### **8.4 No Debate Until Read**

No member shall speak to any motion until it is first read by the City Clerk. The mover is entitled to speak both first and last thereon if the member so elects.

**8.5 No Debate After Question Put**

After any question is finally put by the head of Council or other presiding officer, no member shall speak to the question, nor shall any other motion be made until after the result is declared. The decision of the head of Council or other presiding officer as to whether the question has been finally put shall be conclusive. When any decision is called for, members shall remain in their respective seats until the head of Council or other presiding officer has declared the result of the vote.

**8.6 Notice of Motion**

A member who wishes to introduce a motion, either on the Agenda or at the regular meeting, that is of a substantive nature must introduce the motion as a Notice of Motion.

The member who hands a written Notice of Motion to the City Clerk to be read at any regular Council meeting need not necessarily be seated during the reading of said notice.

**8.7 Notice of Notice of Motion**

Notice of a Notice of Motion shall be given either by inclusion on an Agenda or by announcement at a regular meeting of the Council. The motion of which notice has been given shall not be considered at the same meeting as that at which notice thereof was given without the consent of a simple majority of Council members present. If notice is given otherwise than on an Agenda, such notice of motion shall be in writing and given to the City Clerk who shall read the same to the Council.

**8.8 Notice of Motion – Date of Meeting**

A motion of which notice has been given, if not moved on the day and at the meeting for which notice was given, cannot be moved at any subsequent meeting without due notice having been given unless the head of Council and all members of the Council are present and consent to such motion being made.

**8.9 Finality of Vote**

Subject to a motion to reconsider, a motion once decided by the Council may not again be introduced for twelve months; nor shall a motion that has been defeated be introduced as an amendment.

**8.10 Relevancy of Debate**

On all motions, discussion must be relevant to the subject under consideration.

**8.11 Order of Precedence**

The following is the order of precedence for motions from lowest to highest:

- a) Main motion
- b) Postpone Indefinitely
- c) Amend
- d) Refer
- e) Postpone to a Certain Time
- f) Limit or Extend Debate
- g) Close Debate
- h) Postpone Temporarily
- i) Raise a Question of Privilege – Individual

- j) Raise a Question of Privilege – Assembly
- k) Recess
- l) Adjourn (after time set to conclude a meeting)
- m) Fix the Time for a Continued Meeting

#### **8.12 Presiding Officer to Determine if Motions are in Order**

It shall be the duty of the head of Council or other presiding officer to determine what motions or amendments are in order (subject to an appeal to the Council) and decline to put any motion before the Council which the head of Council or other presiding officer deems to be clearly out of order or contrary to law.

### **9. Motion to Amend**

#### **9.1 Order of Precedence**

A motion to amend takes precedence over a motion to postpone indefinitely or a main motion.

#### **9.2 Debatable**

A motion to amend is debatable.

#### **9.3 One Amendment Permitted at One Time**

Not more than one amendment to the main motion, nor more than one amendment to an amendment shall be permitted at one time.

#### **9.4 Notice of Amendment**

It shall not be necessary to give notice of intention to move an amendment but an amendment may be moved only when the motion it is sought to amend is before Council.

#### **9.5 Amendment to Amendment**

In case of an amendment to an amendment, the amendment to the main motion cannot be withdrawn until the amendment to the amendment has been withdrawn, defeated or carried.

#### **9.6 Similar in Import**

An amendment must be similar in import to the question which it is proposed to amend, but with sufficient variance to constitute a new question.

### **10. Motion to Refer**

#### **10.1 Order of Precedence**

A motion to refer takes precedence over a motion to amend, a motion to postpone indefinitely, or a main motion.

#### **10.2 Debate**

A motion to refer is only debatable as to reasons for referral.

#### **10.3 Direction to Body Being Referred**

A motion to refer shall include direction as to the body or official to which it is being referred.

## **11. Motion to Postpone**

### *11.1 Must Include Reason*

A motion to postpone must include a reason for the postponement.

### *11.2 Debate*

A motion to postpone is not debatable except:

- a) that the mover of the motion shall be entitled to give a brief explanation of the mover's reasons for postponement; and
- b) either the mover or the seconder of the motion which is the subject of the motion to postpone may speak against the motion to postpone;

One person or one member of Council may speak for and/or against the postponement and shall be limited to two minutes.

## **12. Motion to Postpone Indefinitely**

### *12.1 Defined*

A motion to postpone indefinitely delays a decision to an indeterminate time beyond the current meeting.

### *12.2 Order of Precedence*

A motion to postpone indefinitely takes precedence over a main motion.

### *12.3 Debate*

Debate on a motion to postpone indefinitely may only go into reasons why the motion should or should not be dealt with at this time. It may go into the merits of the underlying main motion but only in respect to delaying the decision.

## **13. Motion to Postpone to a Certain Time**

### *13.1 Defined*

A motion to postpone to a certain time shall state a date that is within three months of the motion to postpone. A postponement to a certain time beyond three months should be a motion to refer.

### *13.2 Order of Precedence*

A motion to postpone to a certain time takes precedence over: a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

### *13.3 Debate*

Debate on a motion to postpone to a certain time may only go into reasons why the motion should or should not be postponed. It may go into the merits of the underlying main motion but only in respect to postponing a decision.

## **14. Motion to Postpone Temporarily**

### *14.1 Defined*

A motion to postpone temporarily sets aside a motion for a short period of time, but no later than the end of the meeting. A motion that has been postponed temporarily may be taken up again through a motion to resume consideration.

#### **14.2 Order of Precedence**

A motion to postpone temporarily takes precedence over: a motion to close debate; a motion to limit or extend debate; a motion to postpone to a certain time; a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

### **15. Postponement or Referral – When Introduced**

Notwithstanding any other provision of this by-law, a motion to postpone or refer the matter under consideration may only be read prior to the commencement of debate or at the completion of the debate.

## **16. Motion to Limit or Extend Debate**

#### **16.1 Defined**

A motion to limit or extend debate restricts or extends debate in some manner, such as by time or by number of speakers.

#### **16.2 Order of Precedence**

A motion to limit or extend debate takes precedence over: a motion to postpone to a certain time; a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

#### **16.3 Debate**

Debate on a motion to limit or extend debate is restricted to the form of limitation or extension of debate.

#### **16.4 Vote Required**

Because a motion to limit or extend debate affects the rights of members of an assembly, a 2/3 vote is required to pass.

## **17. Motion to Close Debate**

#### **17.1 Defined**

A motion to close debate stops all debate on a pending motion or series of consecutive pending motions and calls for an immediate vote.

#### **17.2 Order of Precedence**

A motion to close debate takes precedence over all debatable motions.

#### **17.3 Debate**

A motion to close debate is not debatable.

#### **17.4 Vote Required**

Because a motion to close debate affects the rights of members of an assembly, a 2/3 vote is required to pass.

## **18. Motion to Raise a Question of Privilege**

#### **18.1 Defined**

A motion to raise a question of privilege can apply to either the assembly or to an individual.

#### **18.2 Order of Precedence**

A motion to raise a question of privilege takes precedence over the pending business and yields only to a motion to recess, a privileged motion to adjourn, or a motion to fix the time for a continued meeting. Raising a question of privilege affecting the meeting takes precedence over one affecting the individual.

#### **18.3 Debate**

The raising of a question of privilege is not debatable.

#### **18.4 Vote Required**

The raising of a question of privilege is ruled on by the head of Council or presiding officer.

### **19. Motion to Recess**

#### **19.1 Defined**

If a motion to recess is made while other motions are pending, the recess, if adopted, must take place immediately. If the motion is made when no other motion is pending, it may be used to set the time for a future recess.

#### **19.2 Order of Precedence**

A motion to recess takes precedence over all motions except the privileged motion to adjourn or to fix the time for a continued meeting.

#### **19.3 Debate**

Debate on a motion to recess is restricted to the length of time of the recess or to the time set for re-assembley or the time set for a future recess.

### **20. Motion to Adjourn**

#### **20.1 Defined**

The purpose of the motion to adjourn is to conclude the meeting. The motion to adjourn is always privileged when made after the time set to conclude the meeting. If made before the time set to conclude, it is made only as a main motion.

#### **20.2 Order of Precedence**

The privileged motion to adjourn takes precedence over all motions except a motion to fix the time for a continued meeting.

#### **20.3 Debate**

The privileged motion to adjourn is not debatable.

#### **20.4 When in Order**

A motion to adjourn shall be out of order when:

- a) when a member is in possession of the floor; or
- b) when it has been decided that the vote be now taken; or
- c) during the taking of a vote.

## **21. Motion to Reconsider**

### **21.1 *Defined***

After a motion has been decided upon and at the same meeting any member who voted with the prevailing side may, in writing, move for reconsideration.

### **21.2 *Debate***

Debate on a motion to reconsider must be confined to reasons for or against reconsideration.

### **21.3 *Who May Move – Subsequent Meeting***

If a motion for reconsideration is moved and seconded at a subsequent meeting it shall be so moved by a member who voted with the prevailing side and shall be seconded either by a member who voted on the prevailing side or a member who was absent at the time the matter proposed for reconsideration was originally voted on.

### **21.4 *Notice of Motion Required***

A motion to reconsider shall be preceded by a Notice of Motion.

### **21.5 *No Reconsideration of Amendment After Main Motion Disposed of***

A motion to reconsider an amendment after the original motion to which the amendment was proposed has been considered and disposed of is out of order.

### **21.6 *Order of Business***

If a motion to reconsider is decided in the affirmative, such reconsideration shall become the next order of business, unless the motion calls for a future definite date and debate on the question to be reconsidered may proceed as though it had never previously been voted on.

### **21.7 *By-laws***

When a by-law has been defeated at any stage of the order of procedure it shall be subject to a motion to reconsider and the foregoing rules shall apply thereto.

## **VOTING**

## **22. Recorded Votes**

### **22.1 *Requested***

If a member present at a meeting at the time of a vote requests immediately before or after the taking of the vote that the vote be recorded, each member present, except a member who is disqualified from voting by any Act, shall announce their vote openly and the City Clerk shall record each vote.

### **22.2 *Mandatory***

Any vote on a resolution or by-law which is required to be passed by a majority greater than a simple majority of the members of the Council shall be recorded.

### **22.3 *Electronic Voting***

When the City Clerk opens the vote every member of Council present shall vote electronically unless they have declared a conflict of interest. The electronic vote is the official vote. The result of an electronic recorded vote will be read orally.

Voting by a show of hands is permitted in the event of a power or internet outage.

Exception: Voting on the following Agenda items shall take place by show of hands:

2. Adoption of Minutes
5. Approve Agenda
7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda
- 8.8 Appointments to Boards and Committees
12. Consideration and Passing of By-laws (on consent)
14. Closed Session
15. Adjournment

#### **22.4 Disagreement as to Result**

Any member who disagrees with the announcement made by the head of Council of the result of the vote shall immediately object to the head of Council's declaration and the vote shall be retaken by the City Clerk.

#### **22.5 All Members to Vote**

Every member present when a question is put on a recorded vote shall vote thereon.

#### **22.6 Refusal to Vote**

Any member who refuses to vote on a recorded vote shall be recorded as voting in the negative on the question before the Council.

#### **22.7 Severability of Question**

When the question under consideration contains distinct propositions, upon the request of any member the vote upon each proposition may be taken separately.

### **ORDER OF PROCEDURE**

#### **23. Agenda**

##### **23.1 Agenda Review Committee**

An Agenda Review Committee composed of the head of Council, Chief Administrative Officer and the City Clerk shall be charged with the responsibility of deciding the subject matters and items to appear on the Council Agenda, as well as any presentations and delegations to be heard by Council.

##### **23.2 Correspondence Agenda**

Correspondence Agendas are published as necessary containing general correspondence. If, after having received an item on the correspondence Agenda, a Council member wishes the matter placed on a regular Agenda they may make that request to the Agenda Review Committee.

Correspondence Agendas are to be placed on the City website.

##### **23.3 Agenda**

The City Clerk shall prepare a Council Agenda in the following form and order:

1. Land Acknowledgement
2. Adoption of Minutes
3. Questions and information Arising Out of Minutes and Not Otherwise on Agenda
4. Declaration of Pecuniary Interest
5. Approve Agenda as presented (and any Addenda)
6. Proclamations/Presentations

#### PART ONE – CONSENT

7. Communications and Routine Reports of City Departments; Boards and Committees

#### PART TWO – REGULAR

8. Reports of City Departments; Boards and Committees
9. Unfinished Business, Notices of Motion and Resolutions Placed on Agenda by Members of Council
10. Committee of the Whole for the purpose of such matters as are referred to it by Council by resolution
11. Adoption of Report of the Committee of the Whole, if any
12. Consideration and passing of By-laws (Consent)
13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters not Otherwise on Agenda
14. Closed session (if applicable)
15. Adjournment

This format applies to Council Agendas. It is not intended to apply to Agendas of boards and committees of Council.

#### 23.4 *Deviation from Order of Business*

The business of the Council shall be considered in the order set forth on the Agenda, provided however, that the head of Council may vary the order of business to better deal with matters before the Council if the circumstances make it advisable to so vary the order.

#### 23.5 *Consent Agenda*

The City Clerk shall prepare one motion to approve all items on a Consent section of the Agenda. Prior to voting on the motion, members may ask questions regarding any item on a Consent section of the Agenda. Any member who wishes to debate and have a separate vote on an item on a Consent section of the Agenda shall advise the head of Council, following which the item shall be excepted from the Consent motion; the Consent motion voted on; and the excepted item voted on separately.

#### 23.6 *Delivery of Agenda to Council*

On the Wednesday preceding each regular meeting of the Council, the City Clerk shall cause to be delivered to each member of Council electronically a full Agenda package.

#### 23.7 *Release of Agenda to Public*

The Council Agenda shall be released to the public on the Friday preceding each regular meeting of Council.

### **23.8 Motions and By-laws on Agenda**

The City Clerk, with the assistance of other City officials, shall be responsible for the proper presentation of motions and by-laws to the Council.

### **23.9 Movers/Seconders**

Before the Agenda is prepared the City Clerk shall assign to each motion or by-law a mover and seconder to expedite the consideration of such matters by the Council, provided any such designation shall be shown on the Agenda, subject to the discretion of the City Clerk, based on the following formula:

Month of Meeting	Mover shall be one of the members from:	Seconder shall be one of the members from:
January	Ward 1	Ward 5
February	Ward 2	Ward 4
March	Ward 3	Ward 1
April	Ward 5	Ward 2
May	Ward 4	Ward 3
June	Ward 1	Ward 5
July	Ward 2	Ward 4
August	Ward 3	Ward 1
September	Ward 5	Ward 2
October	Ward 4	Ward 3
November	Ward 2	Ward 5
December	Ward 3	Ward 1

The use of the above formula by the City Clerk is subject to the following exceptions:

- a) Any person so assigned as mover or seconder may notify the City Clerk that they do not wish to move or second such motion or by-law and the City Clerk shall then remove such name and attempt to find an alternate member who is willing to so act.
- b) A member may ask to be shown as mover or seconder of any matter expected to come before the Council.

### **23.10 Addendum**

The City Clerk may prepare an Addendum to the Agenda to deal with urgent matters or to provide supplementary information to items of business listed on the Agenda.

## **24. Petitions**

The following requirements apply to every petition submitted to Council:

- a) The petition must be addressed to Council and request a particular action within the authority of Council;
- b) The petition must be legible, typewritten or printed in ink;
- c) The petition must be appropriate and not contain improper language;

- d) The petition shall state that signatories should be aware that their personal information will be shared publicly;
- e) Each signatory must print and sign their own name. A paper petition must contain original signatures only, written directly on the petition; and
- f) For electronic submissions, each signatory must provide their name, address, and a valid email address.

The City Clerk shall list on the Correspondence Agenda petitions that comply with this section.

A member of Council may request that a petition appearing on a Correspondence Agenda be placed on a Regular Council Agenda where the member of Council then may be permitted three minutes to present the petition and may move that it be referred to a particular staff member for a report to Council. A seconder is required.

The subject matter of a petition may not be debated.

## **25. Presentations**

### **25.1 *Request in Writing***

An organization or community group wishing to appear before Council under Agenda item 6 (Proclamations/Presentations) must make the request in writing to the City Clerk giving details of the matter to be spoken to at least one week prior to the Council meeting.

### **25.2 *Review of Request***

The request is decided by the Agenda Review Committee. The City Clerk will advise the presenter of the Agenda Review Committee's decision. If approved, the presentation will be listed on the Council Agenda.

### **25.3 *Appeal***

If a person is not permitted to appear before Council by the Agenda Review Committee, that person may appeal to members of Council to consider the matter. Such a request should be made in writing to the City Clerk indicating the subject matter of the presentation by noon on the day of the Council meeting, including any presentation materials.

The request will be forwarded to members of Council by the City Clerk. If a motion is made, seconded and confirmed by majority vote to hear the delegation, the person may be permitted to address Council.

### **25.4 *Length of Presentation***

The maximum length of time for a presentation to Council is five minutes.

## **26. Delegations**

### **26.1 *Request in Writing***

Any person may, either on their own behalf or as a representative of an organization or group, request to appear at an open meeting of Council with respect to any item on the Agenda for that meeting except Agenda item 6 (Proclamations/Presentations) or reports for the information of Council.

Such a request must be made to the City Clerk before 10 a.m. on the day of the Council meeting.

Written submissions received by the City Clerk regarding an item on the Agenda may be added by way of Addendum to the Agenda.

**26.2 *Where Public Meeting / Hearing***

A request to make a delegation may be declined where there has been or will be at least one public meeting at which the public has been provided the opportunity to make representations.

**26.3 *Agenda Review Committee May Decline***

The Agenda Review Committee may, upon review of proposed delegation materials, decline a request to present if the material is deemed defamatory, inappropriate or outside the jurisdiction of Council.

**26.4 *Appeal***

If a person is not permitted to appear before Council by the Agenda Review Committee, that person may appeal to members of Council to consider the matter. Such a request should be made in writing to the City Clerk by 3 p.m. on the day of the Council meeting.

The request will be forwarded to members of Council by the City Clerk. If a motion is made, seconded and confirmed by majority vote to hear the delegation, the person may be permitted to address Council.

**26.5 *Length of Delegation***

The maximum length of time for a delegation to Council is three minutes.

**26.6 *Where More Than One Delegation on Same Matter***

When a matter is being considered concerning which one or more persons or delegations are addressing Council, the following procedure shall be adhered to:

- a) Explanation of matter in question by head of the Council.
- b) Address to Council by delegation(s) supporting action taken by Council, or action which the Council has been asked to take.
- c) Questions by members of Council to such delegation(s) for purposes of information only.
- d) Address to Council by delegation(s) opposing such action.
- e) Question by members of Council to such delegation(s) for purposes of information only.
- f) Reply by delegation(s) referred to in item b above.
- g) Questions by members of Council to any delegation or official for purposes of information only.
- h) Regular debate.
- i) Putting of question and vote.

The head of Council may permit deviations from the rules of procedure set forth above where in their opinion it is in the interests of the better consideration of the matter so to do.

#### **26.7 Dispute as to Whether Delegation is Supporting or Opposed**

Any dispute as to whether a delegation or person comes within subclause b) or subclause d) of subsection 26.6 shall be determined by the head of the Council, whose decision is final.

#### **26.8 Re-Address**

If a speaker for any delegation referred to in the above requests an opportunity to re-address Council the speaker may, with the approval of the head of Council address Council on the matters already raised and such re-address shall be limited to two minutes.

#### **26.9 Opportunity to be Heard Where Notice Not Given**

Notwithstanding the failure of any person, persons or delegation to give the notice required under subsection 26.1 and 26.4 hereof, Council may hear any person or persons or delegation without notice. The person may make a request to be heard without notice by making the request in writing to the City Clerk indicating the subject matter of the delegation by 3 p.m. on the day of the Council meeting. The request will be forwarded to members of Council by the City Clerk. The head of Council will announce in the open meeting that a request to be heard without notice has been received. If a motion is made, seconded and confirmed by majority vote to hear the delegation, the person may be permitted to address Council.

#### **26.10 Statutory Public Meetings**

Procedures regarding delegations are not intended to apply to statutory public meetings (e.g. *Planning Act*)

#### **26.11 Rules on Website**

The rules for a person or a delegation wishing to appear before Council shall be posted on the municipal website.

### **27. By-laws**

#### **27.1 Amending By-laws**

An amendment to a by-law must strictly relate to the subject matter of the by-law.

#### **27.2 Three Readings**

Every by-law shall receive three readings before it is finally passed, which three readings may be given at one meeting. It is permissible on a motion for the final passing of a by-law to move that the third reading be postponed indefinitely or be postponed to a certain time.

#### **27.3 Regulatory By-laws**

Prior to adoption of a regulatory by-law, public consultation shall be required by providing public notice of intention to pass the by-law.

### **COMMITTEE OF THE WHOLE**

### **28. Rules of Procedure**

#### **28.1 Rules of Order**

The rules of procedure shall be observed in Committee of the Whole, so far as may be applicable, except that:

- a) Each motion shall be written and moved, but no motion shall require a seconder;
- b) Motions relating to the matter under consideration shall be put in the order in which they are proposed;
- c) No vote shall be recorded;
- d) There shall be no motion for the previous question;
- e) No motion for adjournment is allowed;
- f) No member shall speak longer than five minutes on any one question;
- g) In taking the yeas and nays, the names of the members shall not be recorded, nor shall the number of times speaking on any question be limited.

#### **28.2 Questions of Order**

Questions of order arising in Committee of the Whole shall be decided by the Chair, subject to an appeal to the whole Committee. If no such appeal is made the decision of the Chair shall be final.

#### **28.3 Adjournment of Committee Proceedings**

On motion in Committee of the Whole to rise and report, the question shall be decided without debate.

##### **a) No Action Be Taken**

A motion in Committee of the Whole that "no action be taken" shall always be in order and shall take precedence over any other motion. No debate shall be allowed on a motion that no action be taken. On an affirmative vote, the subject referred to the Committee shall be considered as disposed of in the negative.

##### **b) Rise Without Reporting**

Subject to subsection a) above, a motion in Committee of the Whole to rise without reporting shall always be in order and shall take precedence over any other motion. No debate shall be allowed on a motion to rise without reporting but no member shall speak more than once. On an affirmative vote the subject referred to the Committee shall be considered as undisposed of, the head of the Council shall resume the chair and proceed with the next order of business. On motion duly passed during any subsequent regular meeting of Council, any by-law or other item of business left undecided by a motion to rise without reporting may be again considered in the Committee of the Whole.

#### **28.4 Chair Votes**

The Chair of the Committee of the Whole may vote on any question. In the event of an equality of votes the question being voted upon shall be deemed to have been decided in the negative.

#### **28.5 Debate from Chair**

The Chair of the Committee of the Whole may state relevant facts as well as their position on any matter and debate the question before the Committee without leaving the Chair.

#### **28.6 Report of Committee of the Whole**

The proceedings and findings of the Committee of the Whole may be reported by the Chair to the Council as soon as the Committee rises and shall be received forthwith. A motion for the concurrence of the Council in the report of the Committee or a motion

adopting the report of the Committee and dealing with the subject matter thereof shall be in order.

## COMMITTEES

### 29. Rules Applying to all Committees

#### 29.1 *Definition*

Committees of Council include:

- a) Advisory and other committees or boards whose members are appointed by Council for an ongoing purpose;
- b) Special committees appointed by Council or the head of Council at any time as is deemed necessary for the consideration of special matters.

Task forces composed of a majority of staff members are not intended to be subject to the provisions of this by-law.

#### 29.2 *Mayor Ex Officio*

The head of Council is an ex officio member of every committee but the head of Council shall not be counted in the formation of a quorum.

#### 29.3 *Quorum*

A committee shall not consider any business if a quorum is not present. A quorum for a committee is a majority of the members thereof.

#### 29.4 *Notice*

Not less than 24 hours notice of a meeting shall be given to the members of any committee and, wherever possible an Agenda shall be provided to the members in advance of the meeting.

#### 29.5 *Secretary*

A secretary shall be appointed for each committee who shall:

- a) Keep the minutes of the meetings of the committee;
- b) Give notice of meetings;
- c) Post a copy of all minutes to the municipal website;
- d) Perform such other clerical functions as may be required.

#### 29.6 *Application of Legislation*

Boards and committees of Council are subject to the provisions of this by-law, the *Municipal Act, 2001*, and the *Municipal Conflict of Interest Act*.

#### 29.7 *Absence of Board or Committee Members*

Where a member of a board or committee of Council is absent from meetings for three successive months without being authorized to do so by a resolution of the board or committee, the board or committee may request that Council declare the seat vacant.

#### 29.8 *Refusal to Call Meetings, etc.*

- a) Should the Chair of any committee neglect or refuse to call meetings of a committee at such times or with such frequency as the proper dispatch of the committee's business requires; or do the business of the committee without the

knowledge or consent of its members, or contrary to their wishes or sanction, the committee may report such neglect, refusal or action to the Council which may remove such Chair from office and appoint another member of the committee in their place.

- b) Should any member of a committee refuse or neglect to attend the regular or special meetings thereof, the Chair may report such neglect or refusal to the Council which may remove such member from the committee and appoint another member in their place.

#### 29.9 *Chair Votes*

The Chair of a committee may vote on any question before the committee and in the event of an equality of votes the question being voted on shall be deemed to have been defeated.

#### 29.10 *Committee Appointments*

Appointments to boards and committees having the same term as the term of Council shall expire at the end of the term of Council or until such time as successors are appointed.

Council will meet in open session, either at a regular meeting or special meeting called for that purpose to make appointments to boards and committees.

Appointments are not limited to eligible electors only, except where provided otherwise by statute.

No citizen shall be appointed to more than five boards or committees.

No City employee shall be appointed as a voting member of any board or committee of Council (excluding task forces).

##### *Nominating Task Force*

A Nominating Task Force, consisting of three members of Council and six members of City staff shall consider all citizen applications with reference to particular skills required by various boards and committees. The Nominating Task Force shall provide a slate of recommended citizen applicants to Council for its consideration.

When considering citizen appointments to a particular board or committee, members of Council shall consider the recommended slate of applicants recommended by the Nominating Task Force. Council shall nominate members of Council for consideration of appointments requiring a member of Council.

##### *Where Number of Applicants Exceeds Positions*

Where the number of applicants exceeds the number of positions available, the following procedure shall be followed, for as many voting rounds as necessary:

- a) Each member may cast a vote for each position available;
- b) Applicants receiving a majority vote of members present shall be recommended for appointment;
- c) Applicants receiving no votes shall be excluded from further consideration;
- d) In addition to those applicants receiving no votes, applicants receiving the least amount of votes shall be excluded from further consideration, unless this would

- result in insufficient applicants to fill the positions available;
- e) If two or more applicants are tied with the least number of votes and their exclusion would result in insufficient applicants to fill the positions available:
  - i. Council shall decide by majority vote which of the tied applicants shall remain eligible for further consideration; however
  - ii. If the vote still results in too few applicants to fill the remaining position(s), then the City Clerk shall choose the person(s) to remain eligible by lot;
- f) If it becomes apparent by reason of an equality of votes that no applicant can achieve sufficient votes to be appointed, then the City Clerk shall make the selection by lot.

*Method – Simultaneous Recorded Vote*

- g) Each member present, unless otherwise prohibited by statute or this by-law, shall (on a sheet of paper provided by the City Clerk) simultaneously indicate the names of the applicant they are voting for and sign the same. In an electronic meeting the sheets shall be displayed on the members' screens simultaneously;
- h) The City Clerk shall:
  - i. announce the name and vote of each member and the vote result; and
  - ii. record the result, including how each member voted.

**29.11 Police Record Checks**

Members of boards and committees of Council that have direct contact with vulnerable individuals or handle cash may be required to provide a clear police record check.

## **30. Special Committees**

### **30.1 Appointment**

Special committees of Council may be appointed by the Council or head of Council at any time as is deemed necessary for the consideration of special matters.

### **30.2 Jurisdiction**

A resolution establishing a special committee shall set forth the terms of reference of the committee and such other provisions as the Council shall deem proper.

### **30.3 Chair**

Unless specified in the resolution establishing a special committee, the special committee members shall select the committee Chair at the initial meeting of the committee.

### **30.4 Membership**

Where the resolution establishing a special committee does not appoint members thereto the head of Council shall appoint them.

### **30.5 Meetings**

Special committees shall meet at such time and place as the Chair or committee shall determine. No special committee shall meet while the Council is in session.

**30.6 *Report in Writing***

Each special committee shall diligently pursue its duties and shall report to the Council on matters and questions referred to it. A final or interim report of a special committee must be made in writing and be signed by the Chair.

**30.7 *Confined to Matters Referred***

Special committees may consider and report on such matters only as have been referred to them by the Council or the head of Council.

**30.8 *Refusal to Give Due Attention***

Should any special committee neglect or refuse to give due attention to any matter before it the Council may by resolution discharge such committee and appoint another in its place.

**30.9 *Dissolution***

When a special committee has completed its work and made its report it dissolves automatically.

**30.10 *Attendance by Members of Council***

Members of the Council may attend the meetings of special committees, but shall not be allowed to vote; nor shall they be allowed to take part in any discussion or debate except by the permission of the majority of the members of the committee.

## **GENERAL PROVISIONS**

**31. General**

**31.1 *Standing Rules Suspended***

Any standing rule, order of Council, or provision of this by-law may be suspended by resolution of Council provided that 2/3 of all the members of the Council vote in favour thereof.

**31.2 *Rules of Parliament***

All proceedings of the Council or Committees not specifically provided for herein shall be dealt with in accordance with James Lochrie's *Meeting Procedures: Parliamentary Law and Rules of Order for the 21<sup>st</sup> Century* and in such cases the decision of the head of Council or Chair as the case may be shall be final and accepted without debate or appeal.

**31.3 *Addresses of Members of Council***

Notices of meetings, Agendas and other information shall be sent to the member's City email address and any such notice, Agenda or other information is duly sent or given if sent to that email address.

**31.4 *Execution of Documents***

Whenever, to give effect to any motion or by-law of the Corporation or to perform any of the statutory duties of the Corporation, the execution of any document is required, the head of Council and the City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to such documents.

**31.5 *Electronic Devices***

Each member shall place any electronic device on an inaudible setting during any open or closed session.

**31.6 Attendance in Council Chamber**

No person except members of Council and appointed officials of the City shall be permitted to come within or behind the horseshoe during a meeting of Council without the permission of the head of Council, or, if a objection is raised by any member of Council to such permission being granted, then by a majority of Council.

**31.7 Anonymous Communications**

Anonymous communications will not be circulated to members of Council or retained as an official record.

**31.8 Administrative Corrections**

The City Clerk has the authority to make administrative corrections to official records of Council.

**31.9 Severability**

Each and every provision of this by-law is deemed severable and if a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal, invalid or unenforceable, that portion of this by-law shall be severed and shall be inoperative from the balance of the by-law. The remainder of this by-law shall remain operative and continue to operate in full force and effect.

**31.10 Repeal**

By-laws 2013-100, 2014-18, 2015-86, 2016-213, 2018-212, 2019-192, 2020-54, 2020-76, 2020-144 and 2021-67 are hereby repealed.

**31.11 Effect**

This by-law comes into force on the day of its final passing.

PASSED in open Council this 21st day of March 2022

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Mayor Christian Provenzano

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City Clerk Rachel Tyczinski